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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

THERE HAS been another name added to the list of new Queen's Counsel since it was issued—viz., Mr. JOHN GEORGE WITT, of the South-Eastern Circuit, who was called to the bar in 1864.

THE PRESENT EDITION of the Lord Chancellor's Bill to amend the Law of Evidence differs but slightly from the form in which the Bill was introduced last year. The principle of the measure is contained in the short provision that every person charged with an offence, and the wife or husband, as the case may be, of the person so charged, shall be a competent witness, and that whether the person so charged is charged solely or jointly with any other person. But though competent such persons cannot be compelled to give evidence. The former proviso on this point is now divided into two. First, a person so charged is not to be called as a witness without his consent; and, secondly, the wife or husband of the person charged is not to be called as a witness without the consent of the person so charged. Last year a saving was introduced in respect of cases in which such parties had been compellable as witnesses heretofore. But, as we pointed out at the time, although there are numerous enactments which make the person charged, or the husband or wife, competent as a witness, there is only one where they are compellable as well as competent. This is the 40 & 41 Vict. c. 14, with reference to the trial of an indictment for the non-repair of a highway or bridge, or for a nuisance to a highway, river, or bridge, or any other indictment for the purpose of trying a civil right only. We accordingly suggested that it would be better to omit the general qualifying words and preserve the provision of this statute by special enactment. In the present Bill these words have been omitted, but we see no saving of compulsory evidence in respect of the above matters. A new proviso has been introduced to define how evidence is to be given where persons are charged jointly. Thus, if A. and B. are charged, A. may call B., or B.'s wife or husband, as a witness, but no question shall be put tending to implicate B. As to the general principle of the measure, we have already expressed our opinion. The weight of authority seems to be in favour of it, but it is clear that the proviso against making the prisoner a compellable witness will be futile. He will be bound to give evidence, or a strong presumption will inevitably be raised against his innocence. The interrogation of the prisoner will thus become the leading feature in criminal trials, and if the truth is occasionally thereby made more apparent, no little anxiety and risk will be incurred by even innocent persons who have to go through the ordeal. As to the guilty, if it is allow-

able to consider them, the painfulness of the trial will be tremendously increased.

An interesting point with regard to property acquired by an undischarged bankrupt was decided by Chitty, J., in *Re The New Land Development Association (Limited) and Fagence* (reported *ante*, p. 254). Under the former Bankruptcy Acts it was settled that persons dealing in good faith with a bankrupt in respect of such property were protected against any claim on the part of his trustee, provided the trustee had not interfered to claim the property before the completion of the transaction (*Herbert* v. *Sayer*, 5 Q. B. 965), and the same principle has been affirmed since the Act of 1883, notwithstanding the terms of sections 44 and 54. Thus, in *Cohen* v. *Mitchell* (38 W. R. 551, 25 Q. B. D. 262), Lord Esher, M.R., laid down the proposition in the following general form:—"Until the trustee intervenes, all transactions by a bankrupt after his bankruptcy with any person dealing with him *bonâ fide* and for value, in respect of his after-acquired property, whether with or without knowledge of the bankruptcy, are valid against the trustee." Clearly this in terms is wide enough to include property of all kinds, real and personal; but there is no case in which the doctrine has been applied to real property, and Chitty, J., declined to sanction such an extension of it. As to personal property, it seems to have been held that the bankrupt has a qualified property in it, so as to be entitled to it as against all the world except the trustee, and so as to enable him to make a title until claim by the trustee. But it is difficult to construct any satisfactory theory as to land, and Chitty, J., was naturally averse to holding that the legal estate was in the bankrupt till the trustee's intervention and then shifted to the trustee. It may be noticed that in *Re Rogers, Ex parte Woodthorpe* (8 Morrell's Bank. Cas. 236) Cave, J., considered that the doctrine of *Cohen* v. *Mitchell* required to be restricted. It was obviously meant, he said, to relate to cases in which the bankrupt was carrying on a business without any interference by the trustee, and to protect persons who dealt with him in the ordinary way, and were paid with money which he thus acquired. Perhaps this affords a more satisfactory solution of the matter than any technical difficulties with regard to the nature of real estate. In the case of land the usual inquiries will always reveal the fact of the bankruptcy—the present case, indeed, illustrates this—and there are no reasons founded on the ordinary course of business for allowing the parties to neglect the title of the trustee. At the same time there seems to be nothing in the above sections of the Act of 1883, or in the construction given to them in *Cohen* v. *Mitchell*, to suggest any such distinction.

Mr. Bolton has re-introduced his Bill for the amendment of section 14 of the Conveyancing Act, 1881. Its chief object is to extend the relief against forfeiture which may be granted under that section to the cases excepted by sub-section (6) (i.)—that is, to covenants or conditions against assigning or underletting, and to conditions for forfeiture on the bankruptcy of the lessee. As to forfeiture of a lease in the latter event, this may involve the loss to the creditors of a valuable asset, and the proposal is to suspend the forfeiture for a year. Within that time sub-section (6) will not apply, and hence, if the lessor proceeds to enforce his right of re-entry, relief can be granted. Moreover, if the lessee's interest is sold within the year, sub-section (6) ceases to be applicable altogether. If such sale, however, does not take place, sub-section (6) will apply at the end of the year, and there will then be no statutory check on the lessor's enforcement of the forfeiture. As to covenants against assigning or underletting without licence or consent, no provision is made to save them from the exception of sub-section (6) (i.); but all such covenants are to be deemed to be subject to a proviso that the licence or consent is not to be unreasonably withheld. This, of course, leaves the lessee under the burden of proving that the lessor's conduct is unreasonable. In many cases, of course, these relaxations would improperly vary the contract between the parties, and hence they are subject to considerable restrictions. Thus they are not to apply to any lease of agricultural or pastoral land, of mines or minerals, of public-houses, of furnished houses, and of any other property where the personal qualifications of the tenant are of importance for its preservation. Other matters dealt with by the Bill are the costs of a lessor where a breach is remedied by a lessee, and the position of under-lessees. As to the former, it was held in *Skinners' Co.* v. *Knight* (40 W. R. 57) that, where no damage resulted from the breach, the lessor was not entitled to claim the costs of his solicitor and surveyor as compensation to be paid under sub-section (1). Such costs it is now proposed shall be recovered by the lessor from the lessee as a debt. As to under-lessees, the decision in *Burt* v. *Gray* (39 W. R. 429; 1891, 2 Q. B. 98) settled that section 14 did not apply to them. In that case the lease comprised various houses which had been underlet to three tenants. One of them kept the eight houses in his underlease in good repair, but he got no relief against a forfeiture incurred by reason of the non-repair of the rest. It is proposed to amend this state of things by giving the court power to vest the property comprised in the lease, or any part thereof, in the underlessee for a term not longer than the term of his sublease. The Bill will require careful examination, but it amends some acknowledged defects in section 14, and it is to be hoped that it will not meet with the summary fate which befell it last year.

In the case of *Kirkheaton Local Board* v. *Ainley*, which came before the Queen's Bench Division on the 11th inst., a very important question, to which attention has already been directed in these columns (vol. 32, p. 334), was considered—namely, what is the proper mode of appeal from the county courts under statutes (*prior* in date to the County Courts Act, 1888) which confer special jurisdiction on the county courts, and, at the same time, provide, in express terms, that all appeals thereunder shall be by *special case*. Must the appellant, in such cases, adopt the mode of appeal indicated by the special Act, or proceed by notice of motion, as prescribed by the rules of the Supreme Court with regard to appeals from inferior courts to the High Court, and by section 120 of the County Courts Act, 1888, which makes those rules applicable to appeals from county courts? In the case under discussion, which was an appeal under the Rivers Pollution Act, the court (Lawrance and Wright, JJ.) held that the proper mode of appeal from the county court is now, in *all* cases, by notice of motion, and that any other mode of appeal must be taken to be prohibited by section 124 of the County Courts Act, 1888, which provides that no appeal shall be allowed "save and except in the manner and according to the provisions in this Act mentioned." The appeal by special case must therefore now be regarded as no longer available under any circumstances to county court suitors. This decision will, we think, be acceptable to the profession, who certainly desire that there should be a uniform practice on appeals to the High Court from county courts. At the same time, it is to be noticed that in some respects the right of appeal by special case was more advantageous than that by motion, as it need not have been asserted at the trial, and was not conditional upon the judge being requested at the trial to take a note of any question of law raised for his decision. It should, moreover, be pointed out that while the decision under consideration certainly accords with what was laid down by Wills and Grantham, JJ., in *Reg.* v. *Kettle* (17 Q. B. D. 761), it is somewhat at variance with *obiter dicta* subsequently expressed by the same learned judges in *Wilkinson* v. *Jagger* (36 W. R. 169, 20 Q. B. D. 423), where Wills, J., intimated that the effect of the decision in *Reg.* v. *Kettle* (*suprà*) was only that in *ordinary* county court actions resort to an appeal by special case was forbidden, and Grantham, J., stated that he should be sorry to say that the Supreme Court Rules destroy the right of appeal by special case where it is given by statute under special circumstances.

On Wednesday the Court of Appeal decided a point of some importance (to which we have previously referred) as to the operation of an order, under section 18 of the Patents Act of 1883, giving leave to amend the specification of a patent—viz., that the amendment is to be taken as made at the date of the order, and not at the subsequent date when the

alteration is actually made in the register. Section 18 empowers the comptroller to allow an amendment on an application by the patentee stating the nature of the proposed amendment. Then sub-section 9 provides that "leave to amend shall be conclusive as to the right of the party to make the amendment allowed, except in case of fraud; and the amendment shall in all courts and for all purposes be deemed to form part of the specification." And, by sub-section 10 (as altered by section 5 of the Patents Act of 1888), "The foregoing provisions of this section do not apply when and so long as any action for infringement or proceeding for the revocation of a patent is pending." By section 19, "In an action for infringement of a patent, and in a proceeding for revocation of a patent, the court may at any time order that the patentee shall, subject to such terms as to costs and otherwise as the court may impose, be at liberty to apply at the Patent Office for leave to amend his specification by way of disclaimer, and may direct that, in the meantime, the trial or hearing of the action shall be postponed." In the present case the patent was granted in 1881. The patentee applied in 1890 for leave to amend his specification, and on the 9th of June the comptroller granted the leave, subject to the condition that the patentee should not sue for any infringement committed prior to the 1st of January, 1884. According to the practice in the office the patentee was required to give a written assent to this condition, though a verbal assent had already been given by his counsel. The written assent was not given till July. Meanwhile, on the 11th of June, the patentee commenced the action for infringement of the patent under the specification as amended. The actual amendment in the register of patents was not made till the 26th of August. It was contended on behalf of the defendants that, by virtue of sub-section 10, the pendency of the action for infringement prevented the making of the amendment; and that, the amendment not having been in fact made till the 26th of August, the action could not be maintained. The court, affirming the decision of CHITTY, J., held that the amendment was complete when the leave to make it was given on the 9th of June, the patentee having then done all that the Act required him to do, and all that remained to be done being the actual alteration of the specification, which it was the duty of the Patent Office, not of the patentee, to make. The requirement of the written assent to the condition was not imposed by the Act. Sub-section 10, as KAY, L.J., said, referred to an action for the infringement of the patent under the specification as unaltered, a case which was dealt with by section 19. In the course of the argument it was stated that it is the practice of the Patent Office, after leave has been given to amend a specification, and until the amendment has been actually made, to issue certified copies of the original specification, without any note that an amendment has been allowed. KAY, L.J., said that, if this be the practice, it is a very bad one, and the sooner it is altered the better.

THE DECISION of KEKEWICH, J., in the case of *Re Metropolitan Coal Consumers' Association (Limited), Ex parte Karberg* (reported elsewhere) seems to do no more than illustrate the elementary principle that a company can incur no liability before it comes into existence, but it points to a source of danger to the unwary investor which seems to have been hitherto not specially noticed. The application was for the removal of the applicant's name from the register of the company on the ground of misrepresentations contained in a prospectus, and for rescission of his contract with the company to take shares. Unfortunately, however, the prospectus was issued previously to the date of the incorporation of the company, and, even if it contained misrepresentations, these could not have been made by the company or its agents. A right of rescission, however, is one that must be enforced, if at all, against the company, and it can only arise, therefore, where the misrepresentation can be imputed to the company itself. Happily there appears to be no reason for supposing that the shareholder's remedy under the Directors' Liability Act, 1890, against the promoters by whom the prospectus was issued would be restricted by any similar considerations. Section 3 (1) of that Act refers to any prospectus or notice inviting persons to subscribe for shares in "a company," and imposes liability for damage sustained by reason of any untrue statement therein on "every promoter of the company." These words would seem to apply as much to a company about to be formed as to one actually existing.

DIRECTORS' QUALIFICATION SHARES.

THE decision of STIRLING, J., in *Re Anglo-Austrian Printing and Publishing Co., Isaacs' case*, although it was really based upon the special terms of the articles of association, seems to lend some support to the theory that the mere acceptance of office by a director, and his acting therein, is sufficient to raise an implied agreement on his part to obtain the necessary qualification shares. The proposition, however, as thus stated, seems to be undoubtedly opposed to the tendency of the recent cases, and as intimated by LINDLEY, L.J., in *Re Wheal Buller Consols* (36 W. R. 723, 38 Ch. D. 42), it probably gives the law as it ought to be rather than as it is. There the Lord Justice concluded his judgment by saying, "I am one of those who think that the law on this subject is not on a satisfactory footing, and that it would be just for a person who acts as director to be held liable for the shares without which he had no right to act, but that does not enable us to infer an agreement to take them."

A great distinction has naturally been drawn between cases where the director's name has been actually placed upon the register in respect of the qualification shares, although without his express authority, and where consequently he is seeking to have it removed from the register, and those where the shares have never been actually allotted to him, and the liquidator seeks to make him liable as a contributory on the ground that he has agreed to become a member in respect of the shares under section 23 of the Act of 1862. As to the former class of cases it was said by Lord SELBORNE, C., in *Brown's case* (22 W. R. 171, L. R. 9 Ch. 102), that the mere fact of the acceptance of the office of director was most material in determining whether a man should or should not be permitted to repudiate, as unauthorized by himself, the registration of shares which in the ordinary course of the business of the company had actually been placed in his name, and which were needful for his qualification. But though this is natural, on the ground that the director must be taken to have known of, and to have assented to, the registration, yet where the shares have not been actually registered in his name it becomes necessary to inquire more carefully whether anything amounting to an agreement under section 23 can be inferred against him.

In *Brown's case* (*suprà*) the question whether such an agreement could be inferred from the mere acceptance of office was raised but not decided. The director had in fact a sufficient number of shares registered in his name, and the agreement, even if it could be inferred, did not bind him to obtain the shares from the company. In *Karuth's case* (L. R. 20 Eq. 506), however, JESSEL, M.R., held that the mere acceptance of office did not make the director a shareholder in respect of the number of shares necessary to qualify him. On the other hand, if he both accepted the office and acted in it, this would be taken as an implied agreement on his part to qualify himself within a reasonable time. In point of fact it was held that a reasonable time had not elapsed, and, consequently, the director was not liable. Upon this latter ground the Court of Appeal decided also *Hewitt's case* (32 W. R. 234, 25 Ch. D. 283), and hence it became unnecessary to examine the accuracy of the proposition as to the implication of the agreement to take the shares. The matter, indeed, was expressly left open, COTTON, L.J., who delivered the judgment of the court, saying: "There is a difference of opinion among the members of the court on the question whether the contract entered into by these directors to obtain a qualification does amount to an agreement to take shares within the meaning of the 23rd section, and in the view of this case in which we all agree it is not necessary to decide, and we think it better not to express any opinion on, this point."

Since that case the question has twice been before the Court of Appeal, but though the decision has on each occasion been in favour of the director, this may perhaps be accounted for on special grounds. In *Onslow's case* (31 SOLICITORS' JOURNAL, 46, on appeal W. N., 1887, p. 79) the articles fixed the qualification

at twenty-five shares of £10 each, and ONSLOW, who was appointed a director by the subscribers of the memorandum of association, duly applied for this number. Subsequently he asked to be relieved of some of his liability, and resolutions were passed at meetings of the shareholders which purported to reduce the number of qualification shares to five; but these resolutions were invalid. Ultimately only five shares were allotted to ONSLOW, and in the winding up the liquidator claimed to make him a contributory in respect of the whole twenty-five. NORTH, J., and the Court of Appeal held, however, that he was only liable in respect of the shares actually allotted to him. The reports do not give the reasons of the judgment, and as the director had expressly demurred to the further liability, this may have been regarded as rebutting the implication of an agreement. At any rate, the case can hardly be taken as deciding the point left open in *Hewitt's case*.

In *Re Wheal Buller Consols* (*suprà*) a passage in the judgment of COTTON, L.J., seems to intimate that it ought to be decided in favour of the director. "No case," he said, "has ever decided that acting as a director amounts to an agreement to take the shares necessary for a qualification. There are cases where a director has been held not liable for the shares requisite to qualify him; there have in some cases been observations to the effect that acceptance of the office and acting as director may make a person liable as if he had taken the qualification, but no judge has ever acted on that view." A more careful examination of the case, however, shews that it was really decided upon the special terms of the articles of association. Under these the director might act before acquiring his qualification shares, and his office was to be vacated if he ceased to hold them or if he did not acquire them within three months of his appointment. Consequently he was at liberty to act for three months without any qualification, and the Court of Appeal held that it would be wrong to infer an agreement under section 23 from the mere fact of his continuing to act after the three months had expired. It is also to be noticed that at the end of that time the sheriff was in possession of the mine and there was no prospect of the company being carried on.

In the case we have just been discussing BOWEN, L.J., seems to have anticipated the question which has now arisen in *Isaacs' case*. The articles, he pointed out, made it the duty of the director not to act after the three months; but there was no regulation that, if he continued to act, he should be deemed to have contracted to take the shares. In the present case the articles contained an express provision to this effect. A first director might act before acquiring his qualification shares, but he was in any case to acquire them within one month from his appointment, and, unless he should do so, he was to be deemed to have agreed to take the shares from the company, and the same were to be forthwith allotted to him accordingly. Of course the articles cannot in themselves form any contract between the directors and the company, but they give the terms upon which the latter accept office, and it is not difficult to imply an agreement to serve the company upon such terms. Such accordingly is the primary effect given to them by STIRLING, J. "I think," he said, "that where a man has accepted the office of director, and acted as such, there ought to be inferred an agreement between him and the company—on his part that he will serve the company on the terms as to qualification and otherwise contained in the articles of association, and on the part of the company that he shall receive the remuneration and all the benefits which those articles provide for directors."

This does not necessarily give an implied agreement to take the qualification shares, but it is one step towards it. We now have to see what the articles contain, and if we find that in a certain event the director is to be deemed to have agreed to take the shares, this gives us all we require. It is easy to infer a further agreement that he shall take such shares. In the earlier part of his judgment STIRLING, J., seems to have intended to give an opinion on the question left open in *Hewitt's case*, and to decide that the mere acceptance of the office of a director and acting therein would raise an implied agreement to take the shares. But, in fact, the result seems to depend on the special form of the articles. There being always an implied agreement on the part of the directors to serve the company on the terms of the articles, it follows that where, as in the present case, these clearly bind the directors to agree to take shares, there may result a further implied agreement to take the shares. Upon this ground the decision can probably be supported, and especially in view of the prominence assigned to the articles in *Re Wheal Buller Consols* (*suprà*); but it is very doubtful whether the wider proposition, that the mere acceptance of office and acting therein can saddle a director with liability, will ever become law except by virtue of legislative enactment.

ILLICIT COMMISSIONS.

I.

THE law of England as to illicit commissions has pursued a singularly even course of development. It may be shortly stated as follows: *Wherever a person is concerned in a transaction in the confidential relation of agent for another, he shall not be allowed to take advantage of his situation in order to take a personal benefit to himself, and wherever he does obtain such a benefit, he shall account for it strictly to his employer*. The soundness of this general principle both in morality and in law has never been doubted, and we shall not, therefore, stay to establish it. But the application of the principle has not always been found to be an easy matter. Passing by the earlier cases such as *Carter* v. *Horne* (1 Eq. Abr. 7) we will commence with *Fawcett* v. *Whitehouse* (1829, 1 Russ. & Myl. 132). Here the material facts were as follow: KNIGHT & Co. were sub-lessees of certain mines and iron works in Wales, which had proved unproductive, and of their interest in which they were anxious to dispose. The defendant WHITEHOUSE entered into negotiations with the plaintiff FAWCETT with a view to the purchase of KNIGHT & Co.'s underlease on certain terms, and at the same time clandestinely induced KNIGHT & Co. to promise him a sum of £12,000 if the negotiations were brought to a successful issue. WHITEHOUSE kept this private advantage a secret from his co-partner FAWCETT. The negotiations were successfully completed and the sum of £12,000 was paid in pursuance of the above-mentioned agreement. The validity of this secret transaction was questioned by FAWCETT in a suit in equity. On behalf of WHITEHOUSE it was argued (1) that the successful formation of the partnership was a sufficient consideration for the payment in question; (2) that FAWCETT had to some extent acted for himself in the matter; and (3) that he had not lost anything in consequence of the arrangement between KNIGHT & Co. and WHITEHOUSE. Lord Chancellor LYNDHURST overruled all three points and held that WHITEHOUSE must be taken to have received the £12,000 in trust for the partnership. From this case, which is still an undisputed authority, it is clear that a secret commission made by an agent is illicit even although his principal sustained no loss in consequence of the transaction, and that the operation of this rule is not arrested by the fact that the principal in some measure acted for himself if the negotiations were completed by, or through the efforts of, the agent.

The next case with which we shall deal is *Re The London and Provincial Starch Co.* (1869, 20 L. T. N. S. 390). The facts were these: A., the promoter of a company, secretly agreed to give each of four directors, who subscribed the memorandum of association, ten £10 shares or the money for them. The company was formed and registered, and a cheque for £400 was paid to A. by resolution of the directors as money due to him from the company under an agreement set out in the articles. A. handed the cheque to one of the directors to divide the amount according to the secret agreement. The company went into liquidation, and the official liquidator applied, under section 165 of the Companies Act, 1862, that the four directors might be compelled to refund the money paid to them under the circumstances above stated, with interest at 5 per cent. from the date of such payment. JAMES, V.C., made an order to that effect. In the same year a decision inconsistent with this case was pronounced by the Master of the Rolls and, on appeal, by GIFFARD, L.J., in *Re The Masons' Hall Tavern Co. (Limited)* (1869, 21 L. T. N. S. 221). After slumbering in the reports for some years, this case was aroused to do forensic duty in *Re The Canadian Oil Works Corporation* (1875, L. R. 10 Ch. 593), and was therein disapproved of. It may, however, not improbably

be brought forward again, and we shall therefore examine it with some care. A company was being formed for the purpose of purchasing the Masons' Hall Tavern in Masons'-avenue, and some adjoining houses in Basinghall-street. The company was to carry on the business of the tavern, and to erect on the premises in Basinghall-street an auction mart for the accommodation of auctioneers connected with the licensed victuallers' trade. Arrangements were in progress for the purchase of the property in fee simple for £42,000 from a Mr. W. F. NOKES, who held a lease of the ground from the Masons' Company, the intention being that he should arrange with the Masons' Company for the purchase of the reversion. One of the promoters, named KELDAY, urged a Mr. ORGILL, an auctioneer, to join the intended company. ORGILL at first declined to do so. Thereupon KELDAY promised to provide the necessary qualification of fifty £10 shares to enable him to become a director out of the profits which the promoters expected to make, and ORGILL signed the memorandum of association. The company was duly incorporated, and one hundred shares were allotted to ORGILL. The whole of the £500 due upon fifty of these shares was in fact afterwards paid to the company by NOKES. For the other fifty shares ORGILL paid himself. After the incorporation of the company NOKES entered into a contract with the Masons' Company for the purchase of the reversion of the tavern for £9,000. The tavern was afterwards sold by the company to a Mr. MARSDEN for £19,000, out of which sum the £9,000 was paid to the Masons' Company, and the balance of £10,000 was paid to NOKES for his leasehold interest, which he had previously purchased for £7,500. The company having been ordered to be wound up, the official liquidator took out a summons with the view of compelling ORGILL to repay the £500 paid for him by NOKES, on the ground that it was money belonging to the company, which ORGILL, as a director, could not retain. The Master of the Rolls, and GIFFARD, L.J., on appeal, held that the summons must be dismissed. The *ratio decidendi* was thus stated by GIFFARD, L.J.: "I must take it that the company affirmed the sale. That being so, it seems to me to follow that Mr. ORGILL cannot be called upon to refund this money." One would have thought that the circumstance of the company having "affirmed the sale" not only justified, but required, precisely the opposite conclusion. As JAMES, L.J., pointed out in *Re The Canadian Oil Works Corporation* (1875, L. R. 10 Ch., at p. 601): "It is where a contract is not repudiated that the money is recovered from the agent, because if the contract is repudiated, if the principal who has been defrauded is relieved from everything and is restored to his original position, of course he has then nothing whatever to do with the moneys which have passed, or which it has been agreed should pass, between the confederates." Stripped of all technicality, ORGILL's position was practically this. He became a trustee for the company, with a view to the carrying out of a certain purchase, and then he received a *douceur* out of the purchase-money. The money so received he ought not, in accordance with *Fawcett* v. *Whitehouse* and *Re The London and Provincial Starch Co.*, to have been allowed to retain.

In 1875 Sir JOHN HAY (*Re Canadian Oil Works Corporation*, *ubi sup.*) fared less pleasantly than Mr. ORGILL had done in 1869. The facts in *Hay's case*, as it is usually called, were these: A company was being formed for the purchase of certain oil works in Canada. The vendors agreed with Sir JOHN HAY that he should become a director, and that they should provide him with the forty shares necessary to qualify him. He thereupon signed the memorandum of association in respect of forty shares and became a director. At a meeting of the directors cheques were drawn on the bankers of the company and given to the vendors in payment of part of the purchase-money. One of these cheques, being for the same amount as that due on Sir JOHN HAY's shares, was given to him by the vendors, and was paid by him into his own bank. He then drew a cheque on his own bankers for the same amount and gave it to the company in payment of the sum due on his shares. The company was afterwards ordered to be wound up. The Court of Appeal in Chancery, affirming the decision of MALINS, V.C., held that Sir JOHN HAY was liable as a contributory in respect of the shares in question. The *ratio decidendi* in this case is too plain to need elaboration; and the only point that requires notice is the manner in which MELLISH, L.J., disposed of an argument urged in Sir JOHN HAY's favour, that he was not an agent at the time when he made the contract to receive his qualification. "I cannot think," said his lordship (*ubi sup.*, at p. 602), "that there is any difference between a profit made by an agent after he has become an agent and profit through a bargain made by him at the time when he becomes an agent."

In a second and concluding paper we shall examine a few other typical cases, and then attempt to state, in the form of general propositions, the existing law as to illicit commissions.

REVIEWS.

EXECUTIVE OFFICERS.

THE POWERS, DUTIES, AND LIABILITIES OF EXECUTIVE OFFICERS AS BETWEEN THESE OFFICERS AND THE PUBLIC. A CONCISE INQUIRY INTO THE LIMITS OF EXECUTIVE AUTHORITY AND THE REMEDIES FOR BREACH OR EXCESS THEREOF. By A. W. CHASTER, Barrister-at-Law. FOURTH EDITION. William Clowes & Sons (Limited).

Executive officers, according to the author's definition, are officers employed by the State to put into execution the laws, or some portion of the laws, of the country. He excludes military and naval officers, judicial officers, and officers whose business it is to perform purely ministerial functions. It is as a check upon the over-zeal of officers who thus, in the ordinary course of law, come into contact with the people that this work has been prepared, and, as the first edition was only published in 1886, it appears to have found a large sphere of usefulness. In the present edition the original scheme of the book has been considerably extended. Whereas formerly it was limited to a digest of the powers inherent in officers, it now includes those exercised under warrants and orders whether of superior courts or of courts or officers of inferior jurisdiction. The task which the author has thus set before himself has been accomplished very successfully, and he has managed to compress a vast amount of information into a moderate volume of little more than 300 pages. The subject, indeed, is full of detail, and its intelligible presentment is only rendered possible by a systematic arrangement such as that which has been adopted. In certain places, however, and particularly in Part II., on "Inherent Powers," a more marked distinction between the different topics would materially assist the reader. By carefully following the marginal references, it is possible indeed to understand what the author is treating of, but the task is by no means free from difficulty. So at p. 201, on criminal proceedings, surely there is something defective in a succession of headings which seems to indicate that offending officers can be proceeded against either by attachment or information or by *assault and battery*. A little additional care in these matters would make the book much more easy of reference.

JUSTICE'S LAW.

THE JUSTICE'S NOTE-BOOK. By the late W. KNOX WIGRAM, J.P. SIXTH EDITION. By ARCHIBALD HENRY BODKIN, Barrister-at-Law. Stevens & Sons (Limited).

The fact that a book, which was first published in 1879, has now reached a sixth edition is in itself a sufficient indication of a want supplied. In these days when the duties of justices of the peace are so numerous and varied, it is an absolute necessity that they should have a text-book "up to date." The present edition of this work is brought down to the end of 1891; the general arrangement and style are unaltered; but some new subjects—such, for instance, as the Public Health (London) Act, 1891—are introduced. We are rather surprised, however, to find under the heading "Factory Act" no mention made of the Factory and Workshop Act, 1891; and the editor has allowed the statement that "no child under ten may be employed in any factory or workshop" to remain in the present edition without qualification, notwithstanding that the age limit is raised to eleven by section 18 of the Act of 1891 after the 1st of January, 1893. We may also add that *Reg.* v. *Justices of the Central Criminal Court* (17 Q. B. D. 598) was affirmed in the Court of Appeal (35 W. R. 243, 18 Q. B. D. 314), though the latter reference is not given at p. 528, where the case is cited.

BOOKS RECEIVED.

A Handy Book for Shipowners and Masters. Third Edition. By H. HOLMAN, M.A., LL.B. (Camb.), Barrister-at-Law. Stevens & Sons (Limited).

The Law of Husband and Wife. Summary and Appendices. By CHARLES CRAWLEY, M.A., Barrister-at-Law. William Clowes & Sons (Limited).

Conveyancers' Stamp Duties. By F. STROUD, Barrister-at-Law. Second Edition. Sweet & Maxwell (Limited).

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

ORDER OF COURT.

Thursday, the 11th day of February, 1892.

Whereas, Mr. Justice A. L. Smith has at my request and with the concurrence of the Lord Chief Justice of England consented to sit and act for, or on behalf of, Mr. Justice Romer, who is absent from illness, for the purpose of hearing such causes and matters as I may assign to him, or any application therein; Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that all causes standing for trial or hearing before Mr. Justice Romer be assigned during the absence of Mr. Justice Romer, or until further order, to Mr. Justice A. L. Smith for the purpose of hearing the same or any application connected with such hearing. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

HALSBURY, C.

CASES OF THE WEEK.

Court of Appeal.

RE GOUGH AND LIVERPOOL (CORPORATION) ARBITRATION—No. 2, 13th February.

ARBITRATION—AWARD—JURISDICTION OF COURT TO COMPEL ARBITRATOR TO STATE SPECIAL CASE AFTER AWARD MADE—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), s. 19—LIVERPOOL SANITARY AMENDMENT ACT, 1864—COMPENSATION—PRINCIPLE OF ASSESSMENT.

Appeal from the decision of a divisional court (Lawrance and Wright, JJ.). The appellant Gough was the owner of an undivided third part of a piece of land and eight houses in Marlborough-street, Liverpool. Pursuant to the Liverpool Sanitary Amendment Act, 1864, the grand jury of the Quarter Sessions for Liverpool presented that these houses were unfit for human habitation, and ought to be demolished. The compensation to be paid for their demolition could not be agreed upon, and accordingly an arbitrator (Mr. Hunter Rodwell) had been duly appointed to assess the compensation. By a provisional order (under the Act of 1864), made in 1879, it was provided that "the estimate of the value of the premises (including the site thereof) shall be based on the fair market value as estimated at the time of valuation being made of such premises, due regard being had to the nature and then condition of the property, and the probable duration of the buildings in their existing state, and to the state of repair thereof, and all circumstances affecting such value, without any additional allowance in respect of the compulsory purchase of such premises." At the hearing before the arbitrator the question had arisen on what principle the compensation should be assessed. Evidence as to the value of the premises having been given on behalf of the corporation and on behalf of Gough, the arbitrator held that the presentment of the grand jury was conclusive as to the premises being unfit for human habitation, and that that fact must be taken into consideration in ascertaining the value of the premises, and he accordingly assessed the compensation at the value of the site and materials, and awarded the claimant £300. The learned arbitrator, however, apparently after this award had been made, stated a special case for the opinion of the court on the question of law, which had arisen in the course of the reference, as to the principle on which the compensation should be assessed. The Divisional Court (Day and Lawrance, JJ.), on the hearing of this special case, held that Gough was entitled to the market value of the property as producing rent, and fixed the compensation at £667. The corporation having appealed from that decision, the Court of Appeal, on June 11, 1891, whilst concurring in the view of the Divisional Court that the proper principle on which the compensation should be assessed was to estimate the rent-producing value of the property at the time, held that, on the hearing of a special case, the court had no power to settle the figures itself, and that the matter should be remitted to the arbitrator to be dealt with by him on the basis indicated. The matter accordingly was again dealt with by the arbitrator, and evidence on both sides was again given before him, the architect of the corporation putting the market value of the property at £667; and the arbitrator, after a personal inspection of the property, awarded the sum of £468 as the sum payable for compensation. After this second award had been made, Gough applied to the court to have the matter referred back to the arbitrator or to have the award set aside, on the ground that the arbitrator had wrongly received and acted upon evidence to the effect that, owing to the Act of 1864, the property had gone down in value; and in the alternative the applicant asked that the arbitrator might be directed to state a special case for the opinion of the court. The Divisional Court (Lawrance and Wright, JJ.), on the 22nd of January, 1892, dismissed the application, on the ground that the arbitrator appeared to have proceeded on the principles indicated by the Court of Appeal, and that the amount of compensation was a matter within the discretion of the arbitrator. From this decision Gough appealed. The arbitrator died on the 6th of February, after the decision of the Divisional Court had been given. On the hearing of the appeal the point was taken by the court whether, after an award had been made, the court had any jurisdiction either to remit the case to the arbitrator or to compel him to state a special case. It was contended for the appellant that section 19 of the Arbitration Act, 1889, which provides that "any . . . arbitrator may, at any stage of the proceedings under a reference, and shall, if so directed by the court or a judge, state, in the form of a special case for the opinion of the court, any question of law arising in the course of the reference," gave the court jurisdiction, even after an award had been made, to compel the arbitrator to state a special case; and it was pointed out that this had been done in *Re Gough and Liverpool Corporation Arbitration* when it came before the Divisional Court on the first occasion, and also in *Knight and the Tabernacle Permanent Building Society* (39 W. R. 507; 1891, 2 Q. B. 63). Counsel for the respondent, however, said they did not, on the present appeal, raise, or intend to argue, the point that the fact of the award being made would of itself prevent the court making any order directing the arbitrator to state a special case.

THE COURT (LINDLEY and KAY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that without deciding the point which had been raised as to jurisdiction, but assuming that under section 19 of the Arbitration Act, 1889 (if the arbitrator had been still living), the court had jurisdiction to compel him to state a special case after he had already made his award—and that appeared to have been done in this very case on a former occasion, and also in *Knight and the Tabernacle Permanent Building Society*—and assuming further that the court had power to set aside the award in point of law, was there any proof that the arbitrator had made some mistake in law which would justify the court in setting aside the award? The arbitrator appeared to have proceeded upon the principles laid down by the Court of Appeal when the matter was before the court on the previous occasion. His lordship was impressed by the fact that the arbitrator had himself gone to view the property. There was no ground for saying that he had gone wrong in point of law. If he had gone wrong at all, it was upon the facts. The appeal must be dismissed.

KAY, L.J., concurred.—COUNSEL, *French*, Q.C., and *Segar*; *Bigham*, Q.C., and *Joseph Walton*. SOLICITORS, *Norris, Allens, & Chapman*, for *Quiggin*, Liverpool; *F. Venn & Co.*, for *G. J. Atkinson*, Liverpool.

[Reported by M. J. BLAKE, Barrister-at-Law.]

STAMFORD, SPALDING, AND BOSTON BANKING CO. *v.* SMITH—No. 2, 16th February.

LIMITATIONS, STATUTE OF (21 JAC. 1, c. 16), s. 3—PROMISSORY NOTE—ASSIGNMENT OF NOTE BY ORIGINAL HOLDER—PAYMENTS MADE BY MAKER OF NOTE TO ORIGINAL HOLDER AFTER ASSIGNMENT—NO ACKNOWLEDGMENT OF INDEBTEDNESS TO ASSIGNEE.

Appeal by the plaintiffs from the decision of Vaughan Williams, J., at Northampton Summer Assizes (reported 35 SOLICITORS' JOURNAL, 627, 40 W. R. 48). The action was to recover a sum of £150, being the balance alleged to be due and owing by the defendant to the plaintiffs in respect of a promissory note for £200, dated the 9th of October, 1879, made by the defendant in favour of one Konow, since deceased, and payable on demand to Konow or his order. Konow, without the defendant's knowledge, indorsed the note to the Union Bank as security for his overdraft. In 1882 Konow transferred his banking account to the plaintiffs, who paid off his overdraft and took over his securities from the Union Bank. In December, 1883, the defendant, who did not know of the assignment of the note to the plaintiffs, paid Konow a sum of £50 in respect of the note, and on the 9th of November, 1885, the defendant paid to Konow in respect of the note another sum of £50. Konow informed the plaintiffs of this latter payment, and the plaintiffs thereupon made an entry in their books of the payment of that sum in respect of the note. In December, 1889, the defendant, without knowledge of the assignment to the plaintiffs, paid to Konow the balance of £100, for which Konow gave the defendant a receipt. The present action was instituted on the 1st of January, 1891. The defendant pleaded the Statute of Limitations (21 Jac. 1, c. 16), s. 3. The plaintiffs contended that the payment of the £50 made by the defendant to Konow on the 9th of November, 1885, and for which the plaintiffs had given credit in respect of the note, was an acknowledgment within the period of limitation, and took the case out of the statute. Vaughan Williams, J., held that such payment was not an acknowledgment of the debt as between the defendant and the plaintiffs, and that the debt was barred by the statute. The plaintiffs appealed.

THE COURT (Lord HERSCHELL, LINDLEY and KAY, L.JJ.) dismissed the appeal.

Lord HERSCHELL said that *primâ facie* the note was barred by the statute, but the plaintiffs sought to avoid the operation of the statute by saying that there had been a part payment made by the defendant in respect of the note in 1885 within the statutory limit of six years. But that payment was not made to the plaintiffs, but to Konow, the original holder of the note. The plaintiffs contended that that payment was, nevertheless, an acknowledgment by the defendant that £150 was still due on the note, and that that acknowledgment enured for the benefit of the plaintiffs although it was not intended to be made to Konow as agent for the plaintiffs. It was not disputed by the plaintiffs that an acknowledgment must be unconditional and absolute, and one from which a promise to pay could be inferred, but it was said that the fact of acknowledgment was of itself sufficient, and that it was immaterial to whom the acknowledgment was made. The law, however, was now well settled that an acknowledgment made to a stranger would not be sufficient, but that the acknowledgment must be such that a promise to pay, made either with the creditor or his agent, could be inferred from it. The law was so stated by Pollock, C.B., in *Edwards* v. *Culley* (4 H. & N., at p. 378). Although the reasoning of the judges who decided the case of *Clarke* v. *Hooper* (10 Bing. 480) could not now be supported, yet the decision itself might be supported, on the ground that where a payment is made to a person as filling a representative character, or who is believed to fill a representative character, and is re-

ceived by that person for the benefit of those whom he represents, then it might be that such a payment enures for the benefit of the persons for whose benefit it was intended to be made; such a case might possibly be an exception to the general rule. The general rule of law, however, was that an acknowledgment, in order to take a case out of the Statute of Limitations, should amount to a promise to pay made either to the creditor or his agent. *A fortiori* a part payment must be a payment made either to the creditor or his agent, for otherwise it would not really be a payment at all, as it would not operate as a discharge, so far as it extended, of the obligation in respect of which it was intended to be made. In the present case the payment relied on as an acknowledgment by the plaintiffs was not made by the defendant to Konow in any representative character, but was made in the belief that the defendant was discharging his liability to Konow. The plaintiffs, therefore, could only establish their case by shewing that Konow was their agent. Admittedly Konow was not their agent at the time of payment. But the plaintiffs said that they afterwards adopted the transaction and treated Konow as their agent, and treated this payment as a payment made in respect of the note. If that were so, the plaintiffs could not repudiate the subsequent transactions between the defendant and Konow, and they would be bound by the receipt for the balance given by Konow to the defendant on the subsequent occasion, in the absence of any notice given by them to the defendant that they had withdrawn their recognition of Konow's agency. The plaintiffs, therefore, failed in their attempt to take the case out of the Statute of Limitations.

LINDLEY and KAY, L.JJ., concurred.—COUNSEL, *Lindsell* and *W. Graham*; *Etherington Smith* and *Raymond*. SOLICITORS, *Smith, Fawdon, & Son*, for *Beeke & Green*, Northampton; *Powell & Rogers*, for *W. B. & W. R. Bull*, Newport Pagnell.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

Re **J. LANG & CO. (LIM.)**—North, J., 13th February.

COMPANY—COMPANIES (WINDING-UP) ACT, 1890, RULES OF 1890 AND 1891.

This was a petition by judgment creditors for the winding up of the above company. A receiver appointed by the court in a debenture holders' action was in possession. The petition was presented on August 10, returnable October 31, 1891. By arrangement between the parties the hearing was postponed for a week, and not being then reached was directed to be heard on January 16, 1892. On January 8 notice of the hearing was advertised, but irregularly. It was again adjourned to January 30, and was properly advertised on January 22. Rule 1 (1891) of the Companies (Winding-up) Act, 1890, provides that, "After a petition has been presented the petitioner shall . . . not less than two days before the day appointed for the hearing of the petition, attend before the registrar and satisfy him that the petition has been duly advertised . . . and that the provisions of the rules . . . have been duly complied with. . . . No order for the winding up of a company shall be made on the petition of any petitioner who has not, prior to the hearing of the petition, attended before the registrar at the time appointed, and satisfied him in manner required by this rule." This rule had not been complied with by the petitioners. The hearing having been again adjourned from January 30 now came on. It was contended that the petition must be dismissed for non-compliance with the rules.

NORTH, J., after deciding that a compulsory winding-up order must be made on the merits, said: With regard to the form of the proceedings, I do not think they have been properly conducted. The court has never been informed, and has been, therefore, unable to consider, whether the petitioners have complied with the rules. [His lordship then read rule 1 (1891) of the Companies (Winding-up) Act, 1890, set out above, and proceeded:] If the language used here was imperative, I should be bound to dismiss the petition; but I do not think it is, for by rule 11 the above rules are to be construed as one with the rules made in 1890, and rule 177 of that year provides that, "No proceeding under the Acts shall be invalidated by any formal defect or by any irregularity, unless the court before which an objection is made to the proceeding is of opinion that substantial injustice has been caused by the defect or irregularity, and that the injustice cannot be remedied by any order of that court." In my opinion no such substantial injustice has been caused in this case, although, if the property had not been in the hands of a receiver, it might have been. I think that there might be cases in which great difficulty might be experienced in obtaining an order so long a time as five months after the presentation of a petition, and I give warning that winding-up petitions kept for so long will have a great chance of being dismissed. I shall make no order as to costs.—COUNSEL, *Cozens-Hardy*, Q.C., and *Bramwell Davis*; *A. R. Kirby*. SOLICITORS, *S. S. Seal*; *Godden, Holme, & Co.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re **A SOLICITOR**—North, J., 5th February.

PRACTICE—MOTION TO COMMIT—SUBSTITUTED SERVICE—R. S. C., XLIV., 2; LXVII., 6.

This was an *ex parte* application for leave to effect a substituted service of a notice of motion to commit a solicitor for breach of an order of the court by reason of the non-payment of a sum of money. In support of the application an affidavit was put in to the effect that a letter had been sent to the solicitor at his office, and, no reply having been received, several ineffectual attempts had been made to serve him there, his clerk stating that all letters would be forwarded. The private address of the solicitor could not be obtained.

NORTH, J., doubted whether it was necessary to make the application separately, and thought the proper course might be to effect substituted service, and, on the hearing of the motion to commit, ask the court to accept such service as sufficient.

Mander v. *Falcke* (35 SOLICITORS' JOURNAL, 697), and an unreported case before Kay, J., of *Re Watts*, were cited to shew that, if personal service cannot be effected, application must be made *ex parte* for leave to effect substituted service, which must be carried out, as directed, before the motion can be brought on.

NORTH, J., made the order for substituted service as asked.—COUNSEL, *Gatey*. SOLICITORS, *Ellis, Munday, & Clarke*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re **SPARROW'S SETTLED ESTATES**—North, J., 13th February.

INFANT—CONTINGENTLY ENTITLED—SETTLED ESTATES ACT, 1877—CONVEYANCING ACT, 1882, s. 41.

By his will, dated the 19th of March, 1890, John William Sparrow devised all his real estate to trustees upon trust as to his mining property, known as Jacob's Hall, situate in the parish of Wyrley, in the county of Stafford (containing twelve acres, or thereabouts), upon trust to receive the rents and annual proceeds (including mining royalties, if any) arising from the same, and to invest the same until his son Cyril Edward Sparrow should attain the age of twenty-four years or die leaving issue, whichever event should first happen; and therefrom he declared that his trustees should stand possessed thereof, and of the said rents and proceeds, together with all accumulations and the securities for the time being representing the same, upon trust for the said Cyril Edward Sparrow absolutely and beneficially; and after declaring divers trusts of other specific parts of his real and personal estate, the testator directed his trustees to stand possessed of his residuary real and personal estate upon trust to sell and divide the proceeds equally between such of his sons, T. S. Sparrow, Wm. H. Sparrow, and Cyril Edward Sparrow, as should attain the age of twenty-four years, or die under that age leaving issue, and if there should be only one such son in trust for such son. The will contained no power of sale over any of the real estates devised upon specific trust. The testator died on the 4th of June, 1891, leaving his eldest son, his heir-at-law, and the three sons above mentioned him surviving. At the date of the petition Cyril Edward Sparrow was aged thirteen years; T. S. Sparrow and W. H. Sparrow, twenty-one and nineteen respectively. This was a petition by the trustees of the will, the three sons mentioned in the will, and the heir-at-law, for the sanction of the court, under the Settled Estates Act, 1877, to an agreement for the sale of the Jacob's Hall property made with the adjoining owners. It was proved that a fair price was offered for the property; that it was essentially a mining property; that it was almost entirely surrounded by land, the coal under which was being worked by the adjoining owners; and that when that coal was worked out the workings would become filled with water, and the coal on the Jacob's Hall Estate become unworkable.

NORTH, J., held that, notwithstanding the fact that the infant was only contingently entitled, yet, by virtue of the 41st section of the Conveyancing Act of 1882, the court was enabled to authorize the sale under the Settled Estates Act, 1877, following the case of *Re Liddle* (31 W. R. 238, W. N., 1882, p. 183). His lordship accordingly sanctioned the agreement for sale.—COUNSEL, *Cozens-Hardy*, Q.C., and *Arthur Underhill*. SOLICITOR, *Seaton Taylor*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re **THE ANGLO-AUSTRIAN PRINTING AND PUBLISHING CO.**, *Ex parte* **SIR H. A. ISAACS**, *Ex parte* **C. KEGAN PAUL**—Stirling, J., 10th February.

COMPANY — WINDING UP — CONTRIBUTORY — DIRECTOR'S QUALIFICATION — ACTING AS DIRECTOR—IMPLIED CONTRACT WITH COMPANY TO TAKE QUALIFICATION SHARES.

These were two summonses taken out in the winding up of the above-named company, asking that the names of Sir H. A. Isaacs and Mr. Kegan Paul might respectively be removed from the list of contributories of the company. The company was incorporated in November, 1889, with a nominal capital of £500,000, divided into 25,000 preference and 25,000 ordinary shares of £10 each. It was formed for the purpose of purchasing from Mr. Horatio Bottomley businesses in Austria and Hungary, and of carrying on in the United Kingdom and elsewhere the business of paper makers, printers, booksellers, newspaper proprietors, and other similar businesses. The memorandum and articles of association were signed by Sir H. Isaacs, Mr. H. Bottomley, and five other gentlemen in respect of one share each. Article 71 provided that the qualification of a director should be the holding of shares in the company to the nominal amount of £1,000; that a first director might act before acquiring his qualification shares, but should in any case acquire the same within one month from his appointment, and unless he should do so should be deemed to have agreed to take the said shares from the company, and the same should be forthwith allotted to him accordingly. Article 72 provided that the first directors should be Sir H. Isaacs and Mr. H. Bottomley, and such other five persons as should be appointed in writing under the hands of a majority of the subscribers of the memorandum of association, and that they should hold office until the ordinary general meeting in 1892. Sir H. Isaacs accepted the office of director, acted as such, and was present at every meeting of the directors from the 24th of February, 1890, to the 24th of March, 1891. He never, however, applied to the company for any shares, nor had he received any notice of allotment whatever. In fact it was admitted by the official liquidator that no shares had been formally allotted

to Sir H. Isaacs or registered in his name. Sir H. Isaacs did not dispute his liability in respect of the one share for which he subscribed the memorandum of association. The case of Mr. Kegan Paul only differed in this respect, that he did not sign the memorandum and articles of association, and was not named a director in the articles. He had been, on the 21st of February, 1890, appointed a director by the majority of the subscribers under article 72, and accepted office, and acted as director from the 24th of February, 1890, to the 24th of March, 1891. On behalf of both the claimants it was contended that there was no contract with the company to take the qualification shares, but only a duty, until the shares had actually been allotted and registered; and that as there had been no allotment or registration they were not liable in respect of the 100 shares. For the liquidator it was submitted that by acting as directors Sir H. Isaacs and Mr. Kegan Paul became subject to the provisions of article 72, and were rightly placed on the list of contributories.

STIRLING, J., said that, taking the case of Sir H. Isaacs first, the question whether he was liable to be placed on the list of contributories for the 100 shares constituting his qualification depended on whether it could be inferred from the facts that there was an agreement on his part to become a member in respect of the qualification shares within the meaning of section 23 of the Companies Act, 1862. For that purpose it must be made out that Sir H. Isaacs had agreed with the company to take from the company, and that the company has agreed with him to give him 100 shares. The subject of the liability of a director in respect of qualification shares had often been considered. The cases were collected in Lindley on Companies (pp. 794-7), and the Lord Justice's judgment in *Re Wheal Buller Consols* (36 W. R. 723, 38 Ch. D. 50) shewed his opinion to be that the law was not in a satisfactory state. It was admitted, however, that there was no case which precisely governed the present case. It appeared to have been the opinion of some authorities, and particularly of Sir G. Jessel, M.R., in *Karuth's case* (L. R. 20 Eq. 506, 510-11, 24 W. R. Dig. 55) and *Miller's case* (3 Ch. D. 661, 663-4, 25 W. R. Dig. 54), that the acceptance of the office of director implied an agreement on the part of the director to acquire the proper qualification. That view had not been universally accepted. The point came before the Court of Appeal, consisting of Cotton, Lindley, and Fry, L.JJ., in *Hewitt's case* and *Brett's case* (32 W. R. 234, 25 Ch. D. 283). In that case Cotton, L.J., in delivering the judgment of the court, said that there was a difference of opinion between the members of the court whether the contract entered into by the directors to obtain a qualification did amount to an agreement to take shares within the meaning of section 23, and that on the view of the case in which they all agreed it was not necessary to decide, and they thought it better not to express an opinion on, that point. Subsequently to that time three cases only had occurred in which the question had been raised. His lordship then referred to these cases, which were *Onslow's case* (3 Times L. R. 42, 551), *Re Wheal Buller Consols*, and the case of *Lord Inchiquin* (39 W. R. 610; 1891, 3 Ch. 28), and said that it did not appear to him that any of those cases settled the question which was deliberately left open by the Court of Appeal in *Hewitt's case* and *Brett's case*, and he was, therefore, compelled to express his opinion. He thought that where a man had accepted the office of director, and acted as such, there ought to be inferred an agreement between him and the company—on his part that he would serve the company on the terms as to qualification and otherwise contained in the articles of association, and on the part of the company that he should receive the remuneration and all the benefits which those articles provided for directors. To use the language of Lord Esher, M.R., in *Swabey* v. *Port Darwin Gold Mining Co.* (1 Megone, 385), "The articles do not themselves form a contract, but from them you get the terms upon which the directors are serving." The articles in the present case differed from those in any previous case, and were unusually plain and explicit. It appeared to his lordship, therefore, that it was part of the implied contract between Sir H. Isaacs and the company that he would (in the events which had happened) take from the company, and that the company would allot to him, the qualification shares. There were at all times down to the winding up of the company sufficient shares to enable an allotment to be made to him, and he was consequently liable to be settled on the list of contributories for 100 shares. Mr. Kegan Paul's case only differed from Sir H. Isaacs' in that he was not named a director by the articles of association, but as he subsequently accepted office and acted as director the same principles applied. Both summonses must consequently be dismissed with costs.—COUNSEL, *Buckley*, Q.C., and *E. S. Ford*; *Muir Mackenzie* and *Arnold White*. SOLICITORS, *D. P. Boote*; *Gush, Phillips, Walters, & Williams*.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

Re **THE METROPOLITAN COAL CONSUMERS' ASSOCIATION (LIM.)**, *Ex parte* **KARBERG**—Kekewich, J., 10th February.

COMPANY—CONTRACT TO TAKE SHARES—PROSPECTUS ISSUED BEFORE FORMATION OF THE COMPANY—MISREPRESENTATIONS.

In January, 1889, Karberg received a prospectus, and subsequently, on the 29th of January, 1889, made an application for shares in a company which was about to be formed. On the 31st of January, 1889, the company was incorporated, and on the 2nd of February, 1889, the application for shares was accepted by the company, and the shares were allotted to Karberg. On the 11th of February, 1889, Karberg paid the sums payable on the allotment of the shares. At the end of June, 1889, Karberg discovered that the prospectus contained misrepresentations, and on the 3rd of July, 1889, he took out a summons for rectification of the register of the company by the removal of his name therefrom on the ground of such misrepresentations, and for rescission of the contract by him with the company to take shares.

KEKEWICH, J., said that it was the duty of the applicant not only to prove the misrepresentations, but to bring them home to the company. The company had no existence when the prospectus was issued. By accepting the application for shares the company did not thereby accept liability for any misrepresentations in the prospectus. Responsibility, therefore, for such misrepresentations could not be brought home to the company, and the application must be refused with costs.—COUNSEL, *Marten*, Q.C., and *Geo. White*; *Warmington*, Q.C., and *H. Terrell*. SOLICITORS, *Rowley & Co.*; *Lumley & Lumley*.

[Reported by JOHN WINKFIELD, Barrister-at-Law.]

High Court—Queen's Bench Division.

DUNLOP *v.* **BALFOUR & CO.**—29th January.

SHIPPING—CHARTER-PARTY—CESSER CLAUSE—DAMAGES FOR DETENTION AT PORT OF LOADING.

In this case the defendants chartered the plaintiffs' ship *The Clan Mackenzie*. The ship was to go to Sydney to obtain a cargo of coal, and then to proceed to San Francisco and there make delivery. The ship was detained at the port of loading, and the action was brought by the shipowners to recover damages for that detention. The charter-party contained the following clause: "All liability of charterers to cease on completion of loading, provided the value of the cargo is sufficient to satisfy the lien which is hereby given for all freight, dead freight, demurrage, and average (if any), under this charter-party . . . to be loaded as customary and to be discharged as customary at the average rate of not less than 100 tons per working day from the time the ship is in berth and ready to discharge, and notice thereof given by the master in writing. Demurrage to be at the rate of £20 per day. . . . Penalty for non-performance of this agreement, estimated amount of freight." The parties, being agreed as to the facts, stated a special case, the question for the consideration of the court being, whether the defendants were relieved from liability for damages for the detention of the ship at the port of loading by this cesser clause.

THE COURT (LAWRANCE and WRIGHT, JJ.), after consideration, gave judgment for the plaintiffs.

WRIGHT, J.—The effect of the numerous cases in which clauses, similar to this one, have been considered, is that, if the terms of the cesser clause are free from ambiguity, it can rarely happen that their effect can be altered by any other provision of the charter-party. But it more usually happens that the cesser clause is ambiguous, and that the charter-party does not contain any lien clause or other clause from which help can be got, and then certain presumptions may be made. In this case the cesser clause is free from ambiguity as regards liabilities which might be incurred after the completion of loading, but as regards liabilities accrued before completion of the loading it is ambiguous, and if the cesser clause stood alone the presumption would be that it does not deprive the shipowner of his accrued right of action against the charterer for unliquidated damages for detention before a sufficient cargo was loaded. But there is a lien clause for demurrage, and also a clause for payment of a demurrage rate. The lien clause, therefore, extends to this demurrage, and the presumption against the application of the cesser clause is therefore reversed, and the charterer is to be held exempt from liability for such detention as is governed by the demurrage and lien clauses, and the only question is whether this demurrage clause does extend to detention at the port of loading. *Lockhart* v. *Falk* (23 W. R. 753, L. R. 10 Ex. 132) seems to be an express authority that it does not, and that case has been approved in subsequent cases. The only distinction between *Lockhart* v. *Falk* and the present case is that in *Lockhart* v. *Falk* a specified number of lay days was allowed for discharge, whereas in the present case the stipulation is that the ship is to be discharged at the average rate of 100 tons per working day. For the present purpose there does not appear to be any sufficient ground of distinction. When the loading is complete it is a simple matter of computation to find the number of days. The result, therefore, is, that in relation to the port of discharge there is in effect a specified number of days to which the demurrage rate is easily applicable; so that all concerned can know, without difficulty, the amount for which lien attaches, whereas in relation to the loading port there is no similar definition, and it might be impossible to ascertain the amount for which a lien could be claimed on the cargo without an inquiry into the usages, appliances, and accommodation of the loading port and all the circumstances on which the question of due diligence in loading or the amount of damages may depend. There is, therefore, a strong practical reason for holding that the lien was not intended to be given for detention at the loading port, and for arguing back to the conclusion that the demurrage rate was not intended to apply to such detention. The plaintiffs are entitled to maintain this action against the defendants for such damages as they can prove without reference to the demurrage rate which is agreed only with reference to the port of discharge.

LAWRANCE, J., concurred. Judgment for the plaintiffs.—COUNSEL, *Barnes*, Q.C., and *Leck*; *Bigham*, Q.C., and *Carver*. SOLICITORS, *Lowless & Co.*; *Rowcliffes, Rawle, & Co.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

THE QUEEN *v.* **DUCKWORTH**—C. C. R., 13th February.

CRIMINAL LAW—ATTEMPT TO DISCHARGE LOADED ARMS WITH INTENT TO DO GRIEVOUS BODILY HARM—"DRAWING A TRIGGER OR IN ANY OTHER MANNER"—24 & 25 VICT. C. 100, S. 18.

Case reserved by Lawrance, J., from the Winter Assizes at Liverpool. The prisoner was convicted upon a count which charged him with an

attempt to discharge at one Kelly a loaded pistol. The count was framed under 24 & 25 Vict. c. 100, s. 18, which enacts: "Whosoever shall unlawfully and maliciously, by any means whatsoever, wound or cause any grievous bodily harm to any person or shoot at any person, or by drawing a trigger or in any other manner attempt to discharge any kind of loaded arms at any person with intent in any of the cases aforesaid to . . . . do some grievous bodily harm to any person, &c., shall be guilty of felony." It was proved that the prisoner, who had previously threatened Kelly upon several occasions, went into her house, took from his pocket a loaded revolver and pointed it at her saying, "I will give you this." He was fumbling with his finger and thumb on the revolver, when another man seized his wrist and eventually took the revolver from him and it was never fired. The judge reserved this case having regard to the case of *R.* v. *St. George* (9 C. & P. 483), where Parke, B., held upon the construction of 7 Will. 4 & 1 Vict. c. 85, ss. 3 and 4, the material parts of which are the same as 24 & 25 Vict. c. 100, s. 18, that the words "in any other manner" meant something analogous to drawing a trigger, which was the proximate cause of the loaded arm going off, *e.g.*, the application of a lighted match to a loaded matchlock gun or the striking of the percussion cap of a percussion gun. In *Reg.* v. *Samuel Brown* (31 W. R. 460, 10 Q. B. D. 381) a court of Crown Cases Reserved expressed a desire to re-consider the cases of *R.* v. *St. George* and *R.* v. *Lewis* (9 C. & P. 523), a similar case under the some sections of 7 Will. 4 & 1 Vict. c. 85, when occasion should arise.

Lord Coleridge, C.J.—I am of opinion that this conviction should be affirmed. This case was reserved by the learned judge because he felt pressed by the two cases which have been mentioned (*R.* v. *St. George* and *R.* v. *Lewis*), and which he could not overrule. In this case we are all clearly of opinion that there was evidence of an attempt to discharge the pistol. The two cases cited are, I think, distinguishable from the present. In *R.* v. *Lewis* I think there was fair reason to think that there was not sufficient evidence of an attempt; the gun was a flint gun, and there was no flint in it. With regard to *R.* v. *St. George*, I should think that case might have been got rid of by this time. I should have thought it reasonably clear that there was an attempt to do what the prisoner had been prevented from doing by the interference of a third person. In the present case we think there was abundant evidence of the attempt.

Hawkins, Wills, Lawrance, and Wright, JJ., concurred. Conviction affirmed.—Counsel, *Cottingham* and *Tobin*. Solicitor, *The Solicitor to the Treasury*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

SMITH *v.* **BROADBENT & CO.**—12th February.

Practice—Sheriff's Officer—Expenses—Abortive Execution—Right to sue Execution Creditor—Sheriffs Act, 1887 (50 & 51 Vict. c. 55), s. 20—Order as to Fees of 31st August, 1888.

The question in this case was whether a sheriff's officer is entitled to sue the execution creditor to recover fees payable by the execution creditor in respect of the execution of a writ of *fi. fa.* The action was brought in the Bow County Court to recover "expenses incurred by the plaintiff as sheriff's officer in making inquiries as to the goods and chattels of John Bowen under a writ of *fi. fa.* issued by the defendants to the Sheriff of Essex—£1 1s." His Honour Judge Prentice nonsuited the plaintiff, being of opinion that a sheriff's officer was not entitled to sue to recover these expenses, but granted leave to appeal. The Sheriffs Act, 1887, provides (section 20, sub-section 2):—"Any sheriff or officer of a sheriff concerned in the execution of process directed to the sheriff . . . may demand, take, and receive such fees and poundage as may from time to time be fixed by the Lord Chancellor with the advice and consent of the judges of the Court of Appeal and High Court of Justice, or any three of them, and with the concurrence of the Treasury." The "Order as to Fees" made in pursuance of the Act, and dated August 31, 1888, provides, as to the execution of writs of *fi. fa.*, "1. For expenses incurred by the sheriff's officer in making inquiries as to the goods of an execution debtor, and as to claims for rent and other claims on the goods, the actual expenses, not exceeding, under any circumstances, £1 1s.," and the order provides for taxation of the costs and charges payable under the scale "in case the sheriff and the party liable to pay such costs and charges differ as to the amount thereof." It was argued on behalf of the appellant that a right to sue was given to the sheriff's officer by section 20, sub-section (2), of the Sheriffs Act, 1887. For the defendants it was contended that that provision had made no alteration in the law as it existed before the Act, and that under the earlier Act (7 Will. 4 & 1 Vict. c. 55) the right of the sheriff's officer to sue had never been recognized unless where he was suing the execution creditor's solicitor on a special contract with him. The authorities cited in support of this contention were *Foster* v. *Blakelock* (5 B. & C. 328), *Walbank* v. *Quarterman* (3 C. B. 94), *Seal* v. *Hudson* (4 Dowl. & Lowndes, 760), *Royle* v. *Busby* (29 W. R. 315, 6 Q. B. D. 171), and *Maile* v. *Mann* (2 Ex. 608).

The Court (Hawkins and Wills, JJ.) dismissed the appeal.

Hawkins, J.—The only question in this case is whether the plaintiff, a sheriff's officer, is entitled to sue for and to recover from the execution creditor the sum specified in the first item in the schedule published on the 31st of August, 1888, and containing the table of fees chargeable in respect of the execution of a writ of *fi. fa.* There is no suggestion here of any special contract made with the sheriff's officer so as to take the case out of the ordinary rule. I will take it for granted that expenses within the first item were incurred by the sheriff's officer, and that he has entitled himself to receive some remuneration for what he has done. Now the recognized practice is that a writ of *fi. fa.* is handed in at the under-sheriff's office. The sheriff acts through his under-sheriff, and he again employs bailiffs as sheriff's officers. It is clear that if the fees payable under the table are paid by the debtor to the bailiff, there are several of the items which would have to be given up by him to the sheriff—such as the poundage; but we have to inquire whether the bailiff can bring this action to recover what is due to himself, or whether it is the sheriff who must, if the necessity arises, put the law in motion to recover all the fees. The bailiff is not acting independently—he has no authority to do so—but as the servant of the sheriff and under his authority. All things done in the execution of the writ are done upon the responsibility of the sheriff. A number of different acts are done in the execution, and are done, it may be, by different persons. The inquiries as to the debtor's goods, for instance, may have to be made in several different places, and may be conveniently made by several different officers. Now no authority has been cited to us shewing that a bailiff cannot sue for his own fees, nor any that he can sue, except in the case of a special contract between himself and the solicitors who employ him. We must decide the question upon principle. Is it convenient that several bailiffs should be entitled to sue for their respective fees in regard to the same execution? It is evident that it would be highly inconvenient. If the Act says that they are to have this right we must give effect to it, but I think that it does not. I think that when it says in section 20, sub-section (2), "the sheriff or officer of a sheriff" it means the sheriff or his officer acting on his behalf. It would be in the last degree inconvenient to say that for some matters the sheriff might sue and for others the bailiff, when the whole might be settled in one suit by the responsible officer, the sheriff, who could afterwards settle with his subordinates as to the remuneration to which they were entitled. Again, if the bailiffs were allowed to sue for their own fees I can well understand that a good many oppressive demands might be made by them which would not be made if their charges were checked by the surveillance of the under-sheriff and liable to be investigated and, if necessary, cut down by him. It is clearly more convenient that the sheriff only should be entitled to sue, and that the bailiffs should be obliged to pass the account of their charges through the under-sheriff's office. I am of opinion, therefore, that this appeal should be dismissed.

Wills, J., concurred. Appeal dismissed.—Counsel, *Ogle; Toller*. Solicitors, *Gepp & Son; Morse & Simpson*, for *Parsons, Wyke, & Davis*, Leicester.

[Reported by T. R. C. Dill, Barrister-at-Law.]

ROYAL COLLEGE OF VETERINARY SURGEONS (APPELLANTS) *v.* **ROBINSON (RESPONDENT)**—15th February.

Veterinary Surgeons Act (44 & 45 Vict. c. 62), s. 17—Use by Unqualified Person of Addition or Description stating that he is specially qualified to practise Veterinary Surgery—"Veterinary Forge."

This was a case stated by a metropolitan police magistrate, the question being whether the respondent ought to have been convicted of an offence against section 17 of the Veterinary Surgeons Act, 1881. That section provides (sub-section 1): "If after the 21st day of December, 1883, any person other than a person who for the time being is on the register of veterinary surgeons or who at the time of the passing of this Act held the veterinary certificate of the Highland and Agricultural Society of Scotland takes or uses the title of veterinary surgeon or veterinary practitioner, or any name, title, addition, or description stating that he is a veterinary surgeon or a practitioner of veterinary surgery, or of any branch thereof, or is specially qualified to practise the same, he shall be liable to a fine of twenty pounds." The respondent (who was not upon the register, and did not hold the certificate of the Scottish Society) carried on the business of a shoeing smith, and had for the last twenty-five years displayed in a prominent place on his business premises and on bill heads the words: "J. Robinson. Veterinary Forge." The prosecution contended that the respondent thereby used a description stating that he was specially qualified to practise a branch of veterinary surgery. The magistrate dismissed the information. On this appeal the respondent said that the question of the meaning of the words used was one of fact, and that there was no appeal from the magistrate's decision. *Ladd* v. *Gould* (1 L. T. N. S. 325) and *Ellis* v. *Kelly* (9 W. R. 56, 30 L. J. M. C. 35) were cited.

The Court (Hawkins and Wills, JJ.) allowed the appeal.

Hawkins, J., said: I am of opinion that the magistrate ought to have convicted in this case. The object of this Act is clear from the preamble, which recites that it is expedient that provision be made to enable persons requiring the aid of a veterinary surgeon for the cure and prevention of diseases in or injuries to horses and other animals to distinguish between qualified and unqualified practitioners." Now what the defendant has done is this. He has a forge for shoeing horses, and instead of calling it a "shoeing forge" he puts before the word "forge" the word "veterinary." It is true that he does not say that he has himself veterinary skill, but no one who looks at the words used can help coming to the conclusion that by using that description of his forge the defendant meant to describe himself as a person better qualified than others to exercise veterinary skill. There is no question here of his having done this wilfully and deceitfully; that is not suggested. In the case of *Ladd* v. *Gould* the information was laid under section 40 of the Medical Practitioners Act (21 & 22 Vict. c. 90) where the words are "wilfully and falsely pretend": there it was a question of fact for the magistrates whether there had been a wilful and false pretending, but under the section with which we are dealing it is only necessary to prove that the defendant claimed a special qualification which he did not possess. The use of this word "veterinary" was calculated to mislead the public, and that is the mischief which the Act was intended to prevent. The case must go back to the magistrate.

Wills, J., agreed. The word "qualified" in section 17 was not used in a technical sense, meaning having some kind of diploma, but in the

ordinary popular sense of being fitted by special training or otherwise to use veterinary skill. It was clear that a man who put this description over his door might get a benefit by leading people to think that he had a special qualification which he did not possess. Case remitted.—Counsel, *Lumley Smith*, Q.C., and *Colam*; *George Elliott*. Solicitors, *G. Thatcher*; *John Haynes*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

YATES AND ANOTHER *v.* **EVANS AND ANOTHER**—11th February.

Revenue—Stamp Duty — Promissory Note—Agreement—Stipulation giving Time—Necessity of Stamping Note as Agreement—Stamp Act, 1870, s. 49.

Appeal from a decision of the learned judge of the Clerkenwell County Court of Middlesex, whereby he nonsuited the plaintiffs. The case raised the question whether, when a promissory note contains at the end thereof a provision that time may be given to either party without the consent of the other, such a provision is an agreement, and requires to be stamped as an agreement in addition to the stamp upon the promissory note. The plaintiffs carry on, as executors, the Metropolitan Credit Co.; money is lent out by the company on promissory notes with a surety, the borrower and surety both signing the promissory note as principals, and both, therefore, being liable on the note. In the present case the action was brought by the plaintiffs to recover a balance due on a promissory note for £5, default having been made in payment of the instalments agreed to be paid. The promissory note was in the following form:—"We jointly and severally promise to pay to Rosina Mitchell and Thomas Lamartine Yates or order the sum of five pounds for value received by instalments in manner following, that is to say, the sum of two shillings and sixpence on the 8th day of October, 1890, and the sum of two shillings and sixpence every succeeding week until the whole of the said five pounds shall be fully paid, and in case default is made in payment of any one of the said instalments, the whole amount remaining unpaid shall become due and payable. Time may be given to either without the consent of the other, and without prejudice to the rights of the holders to proceed against either party notwithstanding time given to another." This was signed by the two defendants as makers of the note. Default having been made in the payment of an instalment due, the present action was brought in the Clerkenwell County Court to recover the amount due on the promissory note. The principal borrower did not appear, but the surety appeared and took the objection before the registrar that the note sued on was an agreement, and required an agreement stamp in addition to the ordinary bill stamp which was upon the note. The registrar referred the point to the learned judge, who took time to consider his judgment, and afterwards gave judgment holding that the words at the end of the promissory note constituted an agreement and required an agreement stamp, and he held that, as the document was not stamped as an agreement, it could not be sued upon, and he nonsuited the plaintiffs, but gave them leave to appeal, as the plaintiffs had many other promissory notes of the same kind. The learned judge, in his judgment, said (after reading the note): "I have here an addition altering the rule of law. In the ordinary course, time given to a principal without the consent of the surety discharges the surety. It appears to me that this is an agreement irrespective of the promissory note. It appears to me that the note in question is not a simple promissory note within the meaning of the section of the Stamp Act, for it purports to impart in a certain event a stipulation, which, apart from special agreement, would alter the terms of payment. It seems to me, therefore, to come within the principle of *The Mortgage Insurance Corporation* v. *The Commissioners of Inland Revenue* (36 W. R. 833, 21 Q. B. D. 352)." By section 49 of the Stamp Act, 1870 (under which this came), a promissory note is defined, for the purposes of the Stamp Act, "The term 'promissory note' means and includes any document or writing (except a bank note) containing a promise to pay any sum of money"; and by section 83 of the Bills of Exchange Act, 1882 (45 & 46 Vict. c. 61), "A promissory note is an unconditional promise in writing made by one person to another signed by the maker, engaging to pay on demand, or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer. (3) A note is not invalid by reason only that it contains also a pledge of collateral security with authority to sell or dispose thereof." For the appellants it was now contended that the instrument was good as a promissory note, that down to the clause at the end it was undoubtedly a good negotiable instrument and an unimpeachable note, and that as to the clause giving time that was not such a stipulation that makes the instrument cease to be a promissory note. The respondents did not appear by counsel.

The Court (Hawkins and Wills, JJ.) held that the document was sufficiently stamped, being stamped as a promissory note, that the words added at the end did not constitute an agreement affecting the note, and that an agreement stamp was, therefore, not necessary, that the words which were added at the end of the note were absolutely independent of the note, and did not qualify the obligations created by the note or the terms of the note, but that on the face of the note both of the makers thereof are liable, and their liability is in no way qualified or altered by the stipulation as to giving time, and that, therefore, the document was properly stamped and the plaintiffs ought to have succeeded. Appeal allowed; judgment for the appellants.—Counsel, *Oncald*. Solicitor, *T. Lamartine Yates*.

[Reported by Sir Sherston Baker, Bart., Barrister-at-Law.]

RODGERS *v.* **RICHARDS**—15th February.

Practice—Justices—Two Offences in one Information—Amendment—Defect in Substance or in Form—Time for making Complaint—Jervis's Act (11 & 12 Vict. c. 43), ss. 1, 10—Prevention of Cruelty to Animals Act, 1849 (12 & 13 Vict. c. 92), ss. 3, 14.

This was a case stated by the stipendiary magistrate for the Wolverhampton district, the question being whether the magistrate was right in dismissing and refusing to amend an information and summons under the Prevention of Cruelty to Animals Act, 1849. The defendants were charged under section 3 of that Act with having, on the 4th of September, 1891, used a room for the purpose of fighting two dogs, and with encouraging, aiding, and assisting at the fighting of such dogs. At the hearing, on the 20th of October, it was objected that these were two separate offences and could not be charged in one information: 11 & 12 Vict. c. 43, s. 10 (Jervis's Act). The magistrate sustained this objection, and also refused to amend the information and summons, on the ground that that would practically be granting a new summons after the expiration of the time limited for making a complaint under the Prevention of Cruelty to Animals Act, 1849, section 14 of which provides that "every complaint under the provisions of this Act shall be made within one calendar month after the cause of such complaint shall arise." Upon this appeal it was admitted that the information disclosed two separate offences, but it was contended that the magistrate ought to have allowed the informant to amend the information by proceeding with one of the charges and dropping the other. Section 1 of Jervis's Act provides that "no objection shall be taken or allowed to any information, complaint, or summons for any alleged defect therein in substance or in form, or for any variance between such information, complaint, or summons and the evidence adduced on the part of the informant or complainant at the hearing." *Bartholomew* v. *Wiseman* (*Times*, December 10, 1891) was cited.

Hawkins, J.—I think this case ought to be remitted to the magistrate. Admitting that the information did disclose two offences—as to which I express no opinion—and was, therefore, bad by reason of section 10 of Jervis's Act, I think that it was also within section 1 of that Act. It was not a case of variance between the information and the evidence, but it was an objection made on the ground of an alleged defect either "in substance or in form"; in substance, I should say, because section 10 forbids the including of two offences in one information. It is in accordance with good sense to say that when a man is served with a summons charging him with two offences, he goes prepared to meet both, and if he objects because the two are joined together the magistrate may try him for one only.

Wills, J.—I am of the same opinion. When a man is once brought before the magistrate upon a summons it is not to be got rid of by a defect in substance or in form; if two offences are charged in one information the magistrate may proceed to hear one of them. It cannot be said that because one of two complaints is discarded the other was not made within the period limited by section 14 of the Prevention of Cruelty to Animals Act. Case remitted.—Counsel, *Colam*. Solicitor, *A. Leslie*. The respondents were not represented.

[Reported by T. R. C. Dill, Barrister-at-Law.]

REG. *v.* **SIR W. PINK AND OTHERS (JUSTICES),** *Ex parte* **HEAL**—13th February.

Vaccination—Second Conviction under same order—Vaccination Act, 1867 (30 & 31 Vict. c. 84), ss. 29, 31.

The question arose in this case as to whether under the Vaccination Act, 1867 (30 & 31 Vict. c. 84), where a man had been convicted of not having his child vaccinated, and a fine inflicted, a fresh conviction could be obtained against him for the same offence without a fresh order being made. In December, 1890, the justices of Portsmouth convicted and fined a man named Heal for non-compliance with the 29th section of the Vaccination Act, 1867. An information was laid against him on the 7th of March, 1891, in respect of the same child under section 31 of that Act, and on the 24th of March an order was made that the child be vaccinated within fourteen days. This order was disobeyed. On the 28th of April he was fined twenty shillings for disobedience of the order of the 24th of March, and the fine was satisfied by distress levied on Heal's goods to the extent of £3. A further fine of twenty shillings was imposed on the 28th of July for non-compliance with the order of the 24th of March; but no fresh order had been made for the vaccination of the child. Section 29 of the Vaccination Act is to the effect that every person having the custody of a child who shall neglect to have the child vaccinated shall be guilty of an offence, and be liable to be proceeded against summarily, and upon conviction to pay a penalty not exceeding twenty shillings. Section 31 provides that if any registrar or officer appointed by the guardians to enforce the Act should give information in writing to a justice of the peace that he has reason to believe that a child under fourteen has not been successfully vaccinated, and that he has given notice to the parent or person having the custody of the child to procure its being vaccinated and that such notice has been disregarded, the justice may summon such parent or person to appear with the child, and upon the appearance if he find that the child has not been vaccinated nor has had the smallpox, he may make an order directing the child to be vaccinated within a certain time, and if at the expiration of such time the child shall not have been vaccinated, or proved unfit or insusceptible of vaccination, such person upon whom the order was made shall be proceeded against summarily, and unless he can shew some reasonable ground for the omission shall be liable to a penalty not exceeding twenty shillings. A rule *nisi* for a *certiorari* to quash the order of the 28th of July, 1891, having been obtained, it was contended by counsel in shewing cause against the rule that inasmuch as it was conceded that notice by the officer to vaccinate held good for twelve months, there was no reason why a fresh order should be necessary within that period, since the omission to comply with it was an omission from day to day, and that in the case of *Allen* v. *Worthy* (L. R. 5 Q. B. 163, 18 W. R. Dig. 99) there was a fresh order, so that the

point did not really arise, and also that it was pointed out in *Knight* v. *Halliwell* (22 W. R. 689, L. R. 9 Q. B. 412) that under the decision in *Allen* v. *Worthy* there might have been any number of orders and convictions under one notice, the effect of which, however, by 34 & 35 Vict. c. 98, passed since that case, was limited to twelve months, and further that there was no precedent or authority for the proposition that one conviction would satisfy a continuing breach.

THE COURT (LAWRANCE and WRIGHT, JJ.), without calling on counsel in support of the rule, made the rule absolute to quash the conviction, holding that there was no authority for the proposition that a person convicted under such an order to vaccinate could be proceeded against for a year, and that there was nothing in the section which made this offence a continuing one, and consequently that the ordinary principle applied, and another order to vaccinate must be obtained before a man could be convicted a second time.—COUNSEL, *Macmorran*; *Bullen* and *G. A. Bonner*. SOLICITORS, *Rowcliffes, Rawle, & Co.*; *A. W. Mills*, for *G. Feltham*, Portsmouth.

[Reported by J. P. MELLOR, Barrister-at-Law.]

FILSHIE *v.* **EVINGTON**—6th February.

ADULTERATION—SALE OF FOOD AND DRUGS ACT AMENDMENT ACT, 1879 (42 & 43 VICT. c. 30, s. 3)—"PLACE OF DELIVERY"—CONVICTION.

Case stated by justices. The appellant, James Filshie, was convicted at the Hull Petty Sessions on the 5th of October, 1891, under the Sale of Food and Drugs Act, of selling or delivering at Hull under contract a quantity of milk which was not of the nature, substance, and quality demanded by the purchaser. The milk was sent by train from Castle Donington, and on its arrival at Hull samples were taken by the inspector of the borough which proved on analysis to contain six per cent. of added water. The contract was in the form commonly in use in the trade, and contained stipulations by which the appellant was to supply milk to the Farmers and Cleveland Dairies Co. (Limited), to be delivered at London or such other station as the purchasers should appoint. In the company's printed form of agreement the carriage was to be paid by the vendor, but in the present case the word "vendor" had been struck out and "purchasers" substituted. It was admitted that Hull was one of the places appointed by the purchaser for delivery of the milk. It was contended by counsel for the appellant that the "place of delivery" within the meaning of section 3 of the Food and Drugs Act Amendment Act, 1879, was in this case not at Hull, but at Castle Donington, inasmuch as the purchaser under the contract having agreed to pay the carriage from that place, the milk when put on board the train there passed out of the possession of the appellant vendor into that of the consignee, and the vendor consequently ought not to have been convicted.

THE COURT (HAWKINS and WILLS, JJ.), without calling upon counsel for the respondent, dismissed the appeal, holding that, the parties having agreed under the contract that the milk was to be delivered at Hull, that was the "place of delivery" within section 3 of the Act of 1879, and that the payment of the carriage of the milk by the purchaser was immaterial. —COUNSEL, *W. B. Hextall*; *Montague Lush*. SOLICITORS, *Clifford & Perkins*, Loughborough; *R. H. Dawe*, Town Clerk, Hull.

[Reported by J. P. MELLOR, Barrister-at-Law.]

MOORE *v.* **PEACHEY (CHARING CROSS BANK, GARNISHEE)**—11th and 12th February.

PRACTICE—GARNISHEE ORDER—MISTAKE OF JUDGMENT CREDITOR AND BANK—R. S. C., XLV., 4, 5.

This was an appeal from the decision of Pollock, B., in chambers, refusing to set aside a garnishee order which had been made absolute through the mutual mistake of the judgment creditor and the bank. On the 18th of August Alfred Carpenter, sole proprietor of the Charing Cross Bank, was served with a garnishee order *nisi* in the action of *Moore* v. *Frederick Peachey*, together with an affidavit by the solicitor of the judgment creditor to the effect that the judgment debtor, Frederick Peachey, had moneys in the hands of the bank. The bank had a client named Henry Frederick Peachey, who had a balance of £134 to his credit, and none other of the name of Peachey, and on receipt of the garnishee order *nisi* the bank wrote to their client informing him of it, but the letter was returned through the post office marked "gone away." On the 26th of August a clerk of the bank attended at chambers before the master, and admitted that the bank had £130 which he believed to be the money of the judgment debtor, the bank being misled by the mistake of the solicitor of the judgment creditor into believing that the bank's client, Henry Frederick Peachey, was the judgment debtor, which was not the case. The master made the order absolute, and the bank paid over the £130 standing to Henry Frederick Peachey's account to the judgment creditor. The mistake having been discovered, a summons was taken out to set aside the garnishee order. Pollock, B., refused to set it aside.

THE COURT (CAVE and CHARLES, JJ.) allowed the appeal.

CAVE, J., said: The bank are entitled to have this order set aside. If there had not been a mutual mistake on the part of the bank and the execution creditor the order would not have been made absolute. The parties must be placed in the same position as they were before the order was made. The money in the hands of the execution creditor must be paid into court, and he will have ten days to consider whether he desires to have an issue tried or not.

CHARLES, J., concurred. Appeal allowed.—COUNSEL, *A. I. Lawrence*; *Cluer*. SOLICITORS, *King & Burrell*; *C. E. Preston*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Bankruptcy Cases.

Ex parte **THE TRUSTEE**, *Re* **GALLARD**—Q. B. Div., 26th January.

BANKRUPTCY—REMUNERATION OF TRUSTEE—AMOUNT FIXED BY COMMITTEE OF INSPECTION—RIGHT OF BOARD OF TRADE TO REVIEW—BANKRUPTCY ACT, 1883, s. 72.

This case raised an important question with reference to the right of the Board of Trade to review the amount of remuneration granted to a trustee in bankruptcy where such amount has been fixed by the committee of inspection, and not by resolution of the creditors. The debtor was adjudicated bankrupt in September, 1887, and in October, 1887, the creditors resolved that a Mr. James Harris should be appointed trustee of the property of the bankrupt, with a committee of inspection, and that the remuneration of the trustee should be fixed by the committee of inspection. In January, 1891, the remuneration was fixed by the committee at the rate of £18 per cent. on the amount realized, and £5 per cent. on the amount distributed in dividend. In August, 1891, a first and final dividend was declared by the trustee. On the 10th of September, 1891, the Board of Trade received from twelve creditors a document expressing dissent from the resolution of the committee of inspection, and requesting the Board of Trade to fix the remuneration of the trustee under section 72, sub-section (2), of the Bankruptcy Act, 1883. The Board of Trade informed the trustee of this dissent, and subsequently fixed his remuneration at £10 per cent. on the assets realized, and £5 per cent. on the amount distributed, but the trustee declined to accept this decision, and now applied to the court, the question being whether, under the circumstances stated, the Board of Trade had power thus to review. Section 72 of the Bankruptcy Act, 1883, provides by sub-section (1) that "where the creditors appoint any person to be trustee of a debtor's estate, his remuneration (if any) shall be fixed by an ordinary resolution of the creditors, or if the creditors so resolve by the committee of inspection, and shall be in the nature of a commission or percentage, of which one part shall be payable on the amount realized, after deducting any sums paid to secured creditors out of the proceeds of their securities, and the other part on the amount distributed in dividend." By sub-section (2): "If one-fourth in number or value of the creditors dissent from the resolution, or the bankrupt satisfies the Board of Trade that the remuneration is unnecessarily large, the Board of Trade shall fix the amount of the remuneration."

VAUGHAN WILLIAMS, J., said that the question was whether the Board of Trade had any jurisdiction to review the amount fixed as the amount of remuneration in cases in which the remuneration had been referred by the creditors to the committee of inspection. The court was of opinion that the Board of Trade had jurisdiction to review the remuneration, not only in cases in which remuneration was fixed by the creditors, but also in cases in which remuneration was fixed by the committee of inspection, to whom the creditors had delegated their power. The question really depended on the construction of section 72 of the Bankruptcy Act, 1883. By sub-section (1) of that section two courses were open to the creditors, one to fix the remuneration themselves, and the other to leave it to be fixed by the committee of inspection. Then sub-section (2) said that if one-fourth in number or value of the creditors dissented from the resolution, or if the bankrupt satisfied the Board of Trade that the remuneration was unnecessarily large, the Board of Trade should fix the amount of the remuneration. It was clear that the resolution in that sub-section referred to the resolution fixing the remuneration, and the contention of the applicant was that the word "resolution" meant a resolution of creditors fixing the remuneration, and that if it was the vote of the committee of inspection, whether by resolution or otherwise, which fixed the remuneration, the Board of Trade had nothing to do with it. The contention was not at all an absurd one, as it might well be that the Legislature might have thought it desirable that the Board of Trade should have jurisdiction to review the decision of the creditors, but that the decision of the select committee of inspection should be final. The court did not reject the argument on behalf of the applicant on any ground that to assent to it would be absurd, but it rejected it upon what the court thought was the proper construction of section 72. If sub-section (2) of that section had run, "if one-fourth in number or value of the creditors present at the meeting" dissented from the resolution, no doubt the section would refer to a resolution by the creditors only, but the section did not say that. It left it open to the creditors to express their dissent at any time and in any manner they thought fit, and the words were wide enough to include a case where one-fourth of the creditors expressed dissent to the amount of remuneration fixed by the committee of inspection.—COUNSEL, *Higham*, Q.C., and *Herbert Reed*; *Sir R. Webster*, *A.G.*, and *Muir Mackenzie*. SOLICITORS, *Ashurst, Morris, Crispe, & Co.*; *The Solicitor to the Board of Trade*.

[Reported by C. F. MORRELL, Barrister-at-Law.]

Ex parte **OFFICIAL RECEIVER**, *Re* **FRANCKS**—Q. B. Div., 29th January.

BANKRUPTCY—DISCOVERY OF DEBTOR'S PROPERTY—APPLICATION TO EXAMINE WITNESS—PROCEEDINGS BY TRUSTEE PENDING AGAINST WITNESS—BANKRUPTCY ACT, 1883, s. 27.

This case raised an important question with reference to the right of a trustee in bankruptcy to obtain the examination of a witness under section 27 of the Bankruptcy Act, 1883, in cases where proceedings are pending against the witness on the part of the trustee. A receiving order was made against the bankrupt in April, 1891, but in June, 1891, the bankrupt died. The official receiver, who was the trustee in the bankruptcy, then learned that the life of the bankrupt had been insured in the United Kingdom Temperance Insurance Co. for £100, and that in March,

1891, shortly before the bankruptcy, the policy had been assigned by the bankrupt to the present respondent for a consideration of £20. An action was commenced by the respondent against the insurance company on the policy, upon which the company interpleaded and paid the money into court, the official receiver being the claimant and the present respondent the defendant in the interpleader proceedings. It was then discovered that a second policy for £500 taken out by the bankrupt in the Prudential Insurance Co. had also been assigned to the respondent at the same time as the other policy, and a summons was taken out by the official receiver before the registrar for leave to examine the respondent under section 27 of the Bankruptcy Act, 1883. An objection was taken by the respondent to this leave being given, on the ground that the interpleader proceedings were pending, and the question was put by the registrar to the official receiver whether in the examination he would confine himself to questions which would not arise in the pending interpleader issue, but he declined so to bind himself, as one assignment involved the other, both being made on the same day. The matter was thereupon referred to the judge for decision, the question being whether the pending interpleader issue, in which the official receiver trustee was claimant and the respondent defendant, was a reason why the examination should not be allowed, it being in effect admitted that the object of the examination was to enable the trustee to judge whether he should proceed with the matter.

VAUGHAN WILLIAMS, J., said that the court would be very unwilling to say that the mere fact that there was an action pending justified the trustee in at once, as a step in that action, resorting to examination under section 27. The court did not like it to be supposed that its powers under that section were to be treated as a mere step in the action. The court was not satisfied in the present case that that was not so. It might be that circumstances might hereafter be brought to the attention of the court which might make it necessary to decide that the questions should be put. The better course would be for the trustee to let the respondent have in the action notice of the admissions of fact which the trustee desired to have. The court would look at the answers given. If the respondent answered fairly the court would not feel inclined to let the examination proceed. But if the information required by the trustee was reasonable information, and the respondent would not answer, the court would consider whether it should not allow the examination to proceed.—COUNSEL, *Muir Mackenzie; Joseph Walton.* SOLICITORS, *The Solicitor to the Board of Trade; Kennedy, Hughes, & Kennedy.*

[Reported by C. F. MORRELL, Barrister-at-Law.]

Ex parte **HENDRY**, *Re* **VON WEISSENFELD**—Q. B. Div., 26th January.

BANKRUPTCY—ABSCONDING DEBTOR—WARRANT OF ARREST—EXECUTION OF WARRANT—RIGHT TO BREAK OPEN LOCKED DOORS.

This was an application for an order to declare a certain transfer of property, executed by the bankrupt immediately prior to the bankruptcy, fraudulent against the trustee. In the course of the proceedings it appeared that the bankrupt had failed to submit himself to the bankruptcy for the purpose of completing his public examination, and that a warrant had been issued for his arrest, which had not been executed.

VAUGHAN WILLIAMS, J., made a declaration in the terms asked for. His lordship further said that the court wished to say a word with regard to certain facts which had come out during the hearing of the case. The bankrupt failed to attend his public examination. He absconded, and a warrant was issued for his apprehension. After the warrant was issued he was in London, and was known to be there: but it was said that when the persons who were intrusted with the execution of the warrant went to the place where he was, they found the doors locked, and could not get in. The court did not assent to the proposition that a warrant for the arrest of an absconding debtor could not be executed because he happened to be within a locked door. It was not right that a man who, having absconded, and having had a warrant of arrest issued against him, was *primâ facie* in the position of a criminal, should be able to evade the warrant by getting the door locked. The court was of opinion that the warrant of arrest would authorize the officer to break open the door, and to go in and arrest the criminal inside.—COUNSEL, *Muir Mackenzie* and *Cleave; Sidney Woolf*, Q.C.; *Herbert Reed* and *H. Jacobs.* SOLICITORS, *C. F. B. Birchall; H. R. Elton.*

[Reported by C. F. MORRELL, Barrister-at-Law.]

Solicitors' Cases.

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

Feb. 17.—HENRY DAVIS POOLE (33, Chancery-lane, London).

The Conveyancing and Law of Property Act (1881) Amendment Bill was read a second time on the 5th inst.

At the Town Hall, Wolverhampton, on the 15th inst., the Right Hon. H. H. Fowler, M.P., was presented with the freedom of the borough in recognition of the services rendered by him to the borough during a long period. The resolution conferring the honour had been previously passed unanimously at a meeting of the corporation, consisting of Conservatives and Gladstonians, and subsequently inscribed and illuminated on a scroll, and enclosed in a silver casket. In the evening the mayor and mayoress held a reception in the drill hall to celebrate the event. The corporation have subscribed for a full-length portrait of Mr. Fowler, to be placed in the town-hall near that of his father-in-law, the late Mr. George B. Thorneycroft, who was the first mayor of Wolverhampton.

THE EXTENSION OF OFFICIALISM.

(*Continued from p.* 261.)

THE following is the remainder of the report of the Special Committee of the Incorporated Law Society:—

Reference may also be made to section 15 of the Winding-up Act, 1890, which has caused much loss of time and money. The intention apparently was to enable the Board of Trade to insist on pending company liquidations being reported and closed, and that any money in hand should meanwhile be paid over to the department. This object might easily have been attained by requiring every liquidator to file a short return shewing the existing position of the case and the balance in hand. Any person reading the Act of 1890 would think this was all that was meant. But, instead of this, orders were issued from the official department that full particulars in the greatest detail and on special forms were to be filed at Somerset House (even where the accounts had periodically been vouched and certified by the Court of Chancery) of every receipt and every payment from the commencement of every pending liquidation, voluntary or otherwise, under a penalty of £50 per day for not doing that which it was in many cases practically impossible to do, and which would have been useless if done. In consequence of these orders, during the first half of the year 1891 a great amount of time and money was expended in correspondence and in the preparation of accounts, which must have been accumulated in enormous quantities without any appreciable benefit to the community at large. These practical difficulties led to a new set of orders being after a lengthened period issued, materially modifying the stringency of the original requirements. But the circumstances shew how official routine may entail useless expense and trouble. The language of the Act did not lead anyone to anticipate that the requirements would be so stringent as the rules subsequently issued by the department demanded. It was questioned after the rules were issued whether they were not *ultrà vires* as being in excess of the intention of the Act. This serves as an illustration of the danger of interference in judicial matters by an official department not acting under the directions of a court of justice. And it strikingly illustrates the mischief of Parliament authorizing legislation by rules and orders, without any further discussion in Parliament being required—a system which has been much extended of late years, and which is especially objectionable when the rules and orders are issued by any person or body other than judges of the Supreme Court.

As the prevailing idea of the Winding-up Act, 1890, apparently was to extend the work of the bankruptcy department, it may be useful to consider the result of eight years' experience of the official system under the Bankruptcy Act, 1883. For thirty-eight years, from 1831 to 1869, the system of administration by official assignees in the early stages had received a long and fair trial, while previously, from 1704 down to 1825, the commissioners or trustees had been nominated by the creditors. From 1869 to 1883 the administration of a bankrupt's estate was left under the Act of 1869 entirely in the power of the creditors. The Act of 1869 was the result of the report of a Parliamentary Committee of 1864. In introducing that Act the present Lord Coleridge said "the report of the committee established distinctly two things: Firstly, that the English system of bankruptcy had substantially failed, and, secondly, that the Scotch system of bankruptcy had substantially succeeded. . . . The Bill he was now asking leave to introduce adopted the Scotch system more nearly and completely than any Bill hitherto submitted to Parliament. The great merit of the Scotch system was its simplicity, the absence of officialism allowing the creditors to administer the estates in bankruptcy by themselves and in their own way, without interference and with only the necessary supervision of the court, and the separation of the administrative and judicial functions."

The system of official assignees having thus failed to give satisfaction, the Act of 1869 gave back the control to the creditors. Prior to 1869 creditors had discovered an easy and convenient method of securing and administering their own affairs by inspectorship deeds of arrangement. The Act of 1869 provided for liquidation by arrangement, and in effect gave to creditors all the benefits of an equitable deed of arrangement, and, at the same time, power to apply to the court in cases of necessity. Subsequently to 1869 the controller in bankruptcy in his annual reports brought reiterated objections against creditors' trustees, shewing that the official system which had previously prevailed still commended itself to him in a much greater degree than the more voluntary principle embodied in the Act of 1869. Then came the Act of 1883, which effected a complete revolution in the management of bankrupts' estates. The object of the Act was two-fold: in the first place, it contained provisions for investigating the conduct of bankrupts and for punishing misconduct; and, secondly, it established a system of official administration. This administration was absolute during the early stages of the bankruptcy, and could only be displaced by resolutions of the creditors. The disciplinary provisions of the Act, as amplified by subsequent legislation, have worked well, and no complaint has been made against them by the public or by the legal profession. The administrative system was a return to the officialism which had prevailed prior to 1869, but with this difference, that while official assignees were under the control of the courts of justice administering bankruptcy law, the official receivers under the Act of 1883 are officers of and only responsible to the Board of Trade. When speaking on the Bill of 1883 in the House of Commons, Mr. Chamberlain dwelt strongly on this difference, attributing the failure of the system of official assignees to the fact that they were responsible to the court, and anticipating the success of his own measure upon the ground that the official receivers would not be responsible to judicial functionaries, but to a Government department. The result of the

Act of 1883 was to take the management of bankrupts' estates out of the hands of the creditors and their representatives, and to put it into the hands of the official department. Every estate had to pass through the hands of the official receivers. It is true that the creditors ultimately had power by a resolution to appoint an independent trustee of their own choosing, and the official receiver was, by the Act of 1883, declared incapable of being nominated as trustee, and although this power was fettered with many formalities, it may be seen from the annual bankruptcy reports that, although under section 121 estates under £300 are left in the hands of official receivers, yet in all the more important cases non-official trustees are generally appointed. Excluding cases under £300, it appears that in the year 1890, 500 cases passed into the hands of non-official trustees, while the official administration was continued in 105 cases only. In the previous year (1889) the figures were 534 non-official as against 103 official. The preference of creditors for non-official trustees is still more clearly shewn by the official report for 1889, by which it appears that of estates over £300 those intrusted to official administration realized £90,469, while those intrusted to non-official trustees realized £674,648, and that in no single case where the assets exceeded £4,000 was the estate left in the hands of officials. Thus, after eight years' experience of official administration, creditors do as a fact, in the great majority of cases, prefer that the realization and distribution of the assets shall be intrusted to a person selected by themselves. This preference would be still more apparent if statistics could be obtained as to the private arrangements outside the Bankruptcy Act. As to deeds registered under the Deeds of Arrangement Act, 1887, some statistics are available; but it is well known that many arrangements are carried through without the registration of any deed. The motive for these private arrangements, whether by deed or without a deed, obviously is that the creditors desire to avoid the delay, uncertainty, and expense attending official administration. So far as registered deeds are concerned, the assets under them in the year 1890 amounted to £2,352,941, while the assets administered in bankruptcy by official receivers and bankruptcy non-official trustees together amounted only to £2,222,293, of which certainly less than half, and probably much less than half, was administered by official receivers. This appears from the figures given, although, owing to the circumstances that the annual reports deal in many cases with estimated assets, and not with assets actually administered, it is difficult to state the exact proportion. Taking into account the estates privately liquidated without either bankruptcy proceedings or deed, it may be safely inferred that five-sixths in value of insolvent estates, and possibly a far larger proportion, are still withheld by creditors from official administration: in other words, the trading community do not appreciate, and will not permit, so far as they are allowed any freedom in the matter, the interference of the official department.

That this fact is looked upon by the officials with a certain jealousy is not surprising, especially as the emoluments of nearly all the country receivers are derived from a commission of 5 and sometimes 7½ per cent. upon the amounts realized. The annual bankruptcy reports are obviously compiled to compare official and non-official administration, and to make the most of the supposed advantages of the former. It will be seen, however, that these statistics are often based upon estimated values, and experience shews that a bankrupt's estimate of the value of his own assets is as unreliable a basis as can possibly be conceived. The reports also lay stress on the assumed diminution of insolvency. It may, however, be reasonably questioned whether the supposed diminution really exists, and whether the apparent diminution may not be attributable to the fact that many insolvent undertakings drift into the form of a limited joint-stock company before final failure. Notwithstanding the arguments thus urged, the fact remains that creditors shew an increasing disposition to rely upon trustees of their own selection rather than upon official receivers. It is clear that the administrative provisions of the Bankruptcy Act, 1883, have been a failure as regards public estimation

It is believed that the beneficial part of the bankruptcy legislation of 1883 might have been attained by amending the previous system and by introducing provisions for public examination, and for official inquiry into the causes and circumstances of each failure, without interfering with the administration, and without the creation of an expensive official administrative department, and that the management and administration of the assets might have been left in the hands of the creditors themselves, subject to proper control by the High Court. It is the interference with the administration and the delays and consequential loss which the creditors and the public dislike. It may also be noticed that the accumulation, in a large public department, of statistics and information is of little use to the community and to creditors generally, and that the disciplinary effect is much lessened by the circumstance that the facts of any particular case are overwhelmed in the mass of collected statistics. A general opinion prevails that since 1883 it has not been more difficult for bankrupts to get through the court, if well advised as to their course of procedure, and that this is still so, although the Bankruptcy Act, 1890, has no doubt introduced fresh and extremely stringent conditions. It is not the debtors, but the creditors, who are deterred from recourse to the Court of Bankruptcy. It not unfrequently happens that a debtor threatens his creditors with a bankruptcy, knowing that a strong desire will prevail among them to keep the estate from official administration. In heavy cases the routine of the official system is often unsuited to the circumstances. For instance, if a private country bank stops payment, immediate and often widespread pressure ensues; very large amounts of deposits and current balances may be involved; and questions of great moment arise requiring immediate and firm action. Disaster, or even ruin, to other firms and individuals may be avoided if relief can be promptly afforded. But the official system, with its inflexible statutory rules and routine, is not adapted to such a case. An official receiver, whose experience and qualifications may be wholly inadequate, becomes interim trustee by force of the statute, which gives to the creditors no voice or control at the most critical period in the liquidation, and during the time while official inquiries, accounts, and reports are being proceeded with, before the statutory meetings of the creditors can be officially organized and all the preliminary legal proofs of debts filed. The injury arising from such an official interregnum would be avoided by a private trustee selected by the chief creditors and acting under their control and directions, and with the authority of a judge of the High Court where requisite.

The conclusion, therefore, seems to follow that the taxpayers are maintaining an expensive department, at a large and increasing cost per annum, for purposes which are not valued by the community. It is, perhaps, not generally understood that there is a large and regularly increasing annual deficiency on the public account of receipts and expenditure of the Bankruptcy Department, although it was stated in Parliament in 1883 that it was hoped that the new department would be self-supporting. According to the last report, the expenditure exceeded the income for the year ending the 31st of March, 1891, by £37,519, and this deficiency would have been £18,000 larger but for the fact that the department makes use of the income accruing upon investments representing unclaimed dividends in hand at the commencement of the Act, although this income should properly be credited to the different estates of which it is the produce. In addition to the deficiency of £37,519 paid by the public and the £18,000 above mentioned, there must be added the amount charged to the estates of bankrupts before the total cost of the department is arrived at. It appears from the annual report that the salaries of the Bankruptcy Department of the Board of Trade amounted in that year to £111,209. In "Whitaker's Almanack" for 1891, the amount is given as £116,430, while in the almanack for 1892 it appears as £121,249, an increase of nearly £5,000. These figures do not appear to include judges' salaries nor county court registrars' remuneration for bankruptcy business.

Another illustration of the consequences of establishing a department which does not pay its way and cannot subsequently be dispensed with is afforded by the office of land registry, which has also been a failure financially and in other ways. After a trial extending over many years, the public have declined to adopt the official system, the average annual registrations only amounting to eighteen. For many years the land transfer office has been a burden on the public exchequer, as is shewn by the parliamentary return of June 3, 1890. From 1883 to 1886 the annual expenditure for salaries and expenses averaged £6,266, while the average annual receipts for fees amounted to only £834. Since 1888 the annual receipts have been increased and now appear to balance the expenditure but this may be attributable to the fact that by the Land Charges Registration and Searches Act, 1888, there was handed over to the Land Registry in Staple-inn the keeping of the registers under that Act of all writs, orders, and land charges. The fees payable under the Land Charges Act of 1888 have thus tended to balance the expenditure and receipts of the Land Registry Office. The Land Charges Act as introduced into Parliament provided for the new registers to be kept in the Central Office with official searches, which would have reduced the expense of searches in connection with the purchases and sales of land. This benefit to the community and to the profession was lost, in order that the deficient income of the Land Registry Office might be subsidised. If the Land Registry Department had not been in existence, the registers under the Act of 1888 would doubtless have been allowed to be kept at the Central Office, instead of casting the burden of double searches and expenses upon every transaction in land. An annual expenditure of a few thousands per annum on an office which the public do not adequately use is, however, a small matter as compared with the enormous loss which would fall upon the owners of houses and land in England if the system of registered titles were made compulsory. This system of compulsion has been more than once recently proposed, and Bills having that object in view have been introduced into Parliament, and have been received with considerable support. When, however, the facts came to be looked into, and the owners of houses and land realised that such legislation would compulsorily inflict a large loss upon every owner of houses or land, it became evident that the project would meet with decided and very general opposition. Landowners saw the force of the argument that if registration were beneficial the public would adopt it voluntarily, and that compulsory registration would not only be unjust but unnecessary, if the voluntary system could be and were made practicable and inexpensive. Moreover, a great number of landowners have no desire to sell their estates, and many—as, for instance, the railway companies—have no power to do so; and the expense involved in compulsory registration would in these cases be simply a tribute to a public department, which could be of no possible benefit to the landowner. A system, the same in substance as that which has been sought to be imposed compulsorily on land owners, has been established as a voluntary system by two Acts of Parliament—viz., Lord Westbury's Land Transfer Act, 1862, and Lord Cairns' Land Transfer Act, 1875, and is now the law of the land, and open to all who may choose to make use of it. But it has not been adopted by the profession or the public. The Land Registry, which has been established under the Acts of 1862 and 1875, has been so little used that it has caused an annual loss of several thousand pounds to the finances of the country. The cause of the failure is, shortly, that the system does not fulfil the promise of easy and cheap transfer of land, on the faith of which it was established. It has notwithstanding been proposed to force this system upon landowners and purchasers of land by the irresistible power of Parliament. The capital value of real property in England can hardly be satisfactorily estimated; but in a Treasury Minute presented to the House of Commons in 1885, the gross capital value of real property in the United Kingdom is estimated at £3,778,437,000 his vast

property is used in the most various ways—in agriculture, railways, waterworks, manufactories, mines, harbours, and docks, and other public works, as well as for rural and urban dwellings. The persons interested, as freehold owners, leaseholders, and occupying tenants, are innumerable, and the daily and constant dealings with their separate interests so frequent and intricate as to defy computation. These transactions, in which despatch is often of the greatest importance, form the daily work of professional men scattered over England, whose number exceeds 15,000. They are, according to the Land Transfer Bills, to be brought compulsorily into an office to be established by the Government. To those who are practically acquainted with the business it will appear impossible that any office, however amply provided, and however widely spread all over the country, could cope successfully with business so great, so intricate, and so pressing; but, if it were possible, an army of able and well-paid officials would be required. From long experience of the practice of the Treasury, we may safely say that in establishing a new office the Treasury would cut down both the number and the pay of the officials to the lowest standard which could in any way be presented as sufficient to the public, and would leave the business to fit itself as best it might within their arbitrary limits. The result would be that much business would be left undone, and that what was done would be done, after long delay, in a perfunctory and inadequate manner. The consequence to the unfortunate landowners would be useless expense, delay, and confusion.

In addition to the grave objections inherent in the subject-matter there remains the general objection that it is not expedient or in accordance with the feeling of the public that work at present performed satisfactorily by private individuals, or persons selected and trusted by them, should be compulsorily handed over to an official department. Another illustration of recent date may be mentioned in connection with the Middlesex Registry. On the death of the late registrar, a sinecure office to which the landowners of Middlesex had been contributing about £10,000 a year, dropped, and the opportunity might have been taken to afford a considerable relief to an important section of the public, but again, unfortunately, the existing official department of the Land Registry was in existence, and the keeping of the Middlesex Registry, of which the duties had previously been performed with efficiency by an official at a comparatively small salary, was handed over to that department. The obvious motive for this transfer was to give the profits of the Middlesex Registry to the Land Registry, the business of which had failed to provide an adequate sum for the support of the establishment. If this motive had not existed, a substantial amount might have been remitted in fees, and the public might have received the full benefit of the saving due to the cessation of the sinecure office.

Another extension of officialism to which reference may be made is found in the recent proposals to establish a Government official department for the transaction of private trustee business, at the cost presumably of the trust estates to be assisted or administered; but as it must, in the nature of things, be left optional to the public whether they will or will not have recourse to such a department, the result would probably be to repeat the experience of the land registry and set up an expensive official department, which might then seek to justify its own existence by other extensions of its jurisdiction. Such a department might urge that their duties should be extended compulsorily, and that, for instance, all cases of intestacy shall be compulsorily handed over to them for administration, which would result (as has for many years been the case in India) in an additional tax to the heavy death duties with which successors are already burdened. It would be argued with plausibility that as the deceased had not appointed an executor and trustee it would be reasonable and proper to allow a public official to administer his estate. No doubt any such intention would be repudiated at the present time, but it must be remembered that one great difficulty in dealing with an official system is the constant and ever increasing desire on the part of its officers to extend their influence and to encroach upon the sphere of private duties and private individual exertion. It is widely felt that the State ought not to undertake the management of private trusts, and that unless the State becomes answerable for all errors or mistakes of the department, either in law or in fact, the security apparently offered to beneficiaries would be delusive. It is also urged that the diminution of fixed trust incomes would fall heavily on many beneficiaries whose means of subsistance are already reduced by the fall in the rate of interest yielded by authorised investments; that a large staff of public servants would have to be called into existence with branch offices distributed over the country; and, further, that the reasons urged in support of a public trustee are not of great weight; that the difficulty of finding private trustees is exaggerated; and that the number of cases of misappropriation are very small in comparison with the great multitude of private trusts carried out faithfully by trustees often really standing *in loco parentis*, and whose guidance is sought by their wards upon purely personal matters. Moreover, it is very generally believed that an official department, acting as trustee in private trusts, would be unable to act with promptitude and certainty, and would not, from the exigencies of official routine, cope with matters attending the commencement of a trust or executorship so well as private trustees now do, and would be bound to call in each case for strict evidence of pedigree, deaths, marriages, and births, whereas a private trustee would of his own knowledge safely act without such evidence, while the beneficiaries would not have the advantage of being able to appeal so easily as they can at present to a judge of the High Court.

An opinion has recently been expressed in high quarters that an official trustee would have acted beneficially in a case where foreign bonds fell considerably in value. It appears to have been a case of disputed ownership under a doubtful *donatio mortis causâ* by an intestate who left no legitimate heirs, and whose children, to whom the Crown gave back the bonds, were minors. But it may well be doubted whether, assuming that a sale of the bonds was expedient after the sudden fall in price had taken place, prompt action in realising would have been more easily or more economically obtained from an official trustee than from a judge of the Chancery Division. In either case some next friend or administrator must have set the machinery in motion. In Chancery the judge could have been approached in chambers in two or three days on a summons and short affidavit, and would have been unfettered and able to bind all persons presently or contingently interested, and would have settled offhand the course to be followed at an expense possibly of some £10. In the office of an official trustee there must have been equal delay, equal need for official evidence as to expediency of a sale, probable hesitation, possible absence of legal power to order a sale, not improbable reference back to a judge after all, and, as regards expense, not only the same expense of the particular inquiry and decision, but an annually recurring charge to the beneficiaries of possibly £10 a year. And it is to be borne in mind that if an official trusteeship were to be compulsory in all cases of intestacy, a great number of cases in which no such emergency or difficulty as above illustrated arises would be taxed with the expenses of the official system, while in the particular case in which exceptional action was required the expense would still be as great as under the present system, which allows of easy resort to a judge of the High Court.

SUMMARY OF REASONS AGAINST A FURTHER DEVELOPMENT OF OFFICIALISM.

I.—*As to taking away the winding-up jurisdiction from the Chancery Division.*

(1) There is no public or judicial demand for any change. The public prefer to manage their affairs themselves without official control or interference.

(2) No complaint exists as to the manner in which the jurisdiction has been exercised for thirty years, during which period the principles and practice of this important branch of equity jurisprudence have been perfected by successive judges of great eminence and chief clerks of great experience.

(3) The proposed change apparently emanates from the bankruptcy department of the Board of Trade, the intention being to faciliate and extend the system of officialism in the administration and management of winding-up business.

(4) The fact that the Board of Trade, in face of much opposition, insisted on the provision in the Companies' (Winding-up) Act, 1890, allowing the official receiver to be the final liquidator of companies (although expressly precluded by the Bankruptcy Act, 1883, from being named as trustee) shows that an increased system of officialism in the administrative business of winding up companies was aimed at.

(5) When the Companies' (Winding-up) Act, 1890, was before Parliament an assurance was given that it was not in contemplation to take away the Chancery jurisdiction.

(6) No new evils have been disclosed making it desirable to transfer a difficult and extensive branch of law and practice to a fresh tribunal and set of officials.

(7) The judicial winding-up business is of great importance, and the chamber portion would require an expensive and highly-qualified body of officials competent to perform professional work.

(8) Many other branches of equity jurisdiction are involved in winding-up cases, and conflict of jurisdictions would be probable.

(9) A single judge could not himself dispose of the business, and would be compelled to delegate much of his work to registrars and other subordinates, whose decisions could not command the same respect as judgments of the High Court.

(10) Winding-up judicial business cannot be so efficiently conducted if withdrawn from the cognisance of the Chancery judges generally and from the general bar and legal practitioners.

II.—*As to officialism under the Bankruptcy Act*, 1883.

(11) After a trial of eight years the public show a decided preferance for private trustees selected and controlled by the creditors themselves.

(12) A very large proportion of insolvent estates is withheld or withdrawn from official administration.

(13) The bankruptcy department of the Board of Trade is a failure financially. It cost the ratepayers upwards of £37,000 in 1890, in addition to over £18,000 taken from income of unclaimed dividends, and besides the official fees charged to bankrupts' estates.

(14) Official administration was condemned by Parliament in 1869, after an experience of upwards of thirty years, and after an exhaustive inquiry under the commission appointed in 1864.

(15) The interregnum of official administration, with delays, routine, and hesitation, and frequently forced realisations of assets between the date of the receiving order and the appointment of a trustee, is often productive of serious loss to creditors, and in some circumstances—such, for instance, as the stoppage of a private country bank or an extensive foreign mercantile business—may have disastrous effects.

(16) Public disclosure of fraud and dishonesty might be secured even more effectually without introducing officialism into the management and administration of the property.

III.—*As to officialism generally.*

(17) Government interference in the management and administration of private affairs—*i.e.*, not of general public concern—is undesirable, and the conduct of such business is better left to the control of the persons directly interested.

(18) Government monopolies carrying on administrative business are against public policy.

(19) Official departments undertaking private business, and not self-supporting, become a burden to the public exchequer with no corresponding public benefit.

(20) There is no public demand for increased officialism, and proposed extensions emanate from the official departments. Public opinion is adverse to official interference, and the public prefer to manage their own affairs in their own way.

(21) The increase of patronage in the appointment to numerous highly-paid offices is to be deprecated.
(22) Periodical reports of official departments naturally tend to present statistics in a light favourable to a continuance of officialism.
(23) An official system which is not required and not self-supporting is a source of danger, as likely to press for extensions of its operations, either compulsorily or otherwise.
(24) Official departments carrying on administrative business must in all heavy and difficult cases call in extraneous assistance, which practically means that the work is twice paid for—viz., once to the individual who does the work, and over again in the heavy fees of the official department.
(25) Such extraneous aid is moreover often called in on speculative terms as to remuneration, because the Treasury or the Board of Trade does not permit the department to incur expense beyond the fund being administered; and this, where there may be no sufficient estate, results in unsatisfactory selection and exercise of official patronage.
(26) Official administrative systems tend to become less efficient and more encumbered with routine, having no personal inducements to maintain a high standard of efficiency.
(27) Unsatisfactory administrative official systems, when once established, cannot be displaced without compensations or injustice.

LEGAL NEWS.

APPOINTMENTS.

Mr. Edgar Grant Appleton, solicitor, Combs, Suffolk, has been appointed a Commissioner for Oaths. Mr. Appleton was admitted in December, 1883, after having passed the Final Examination with honours.

Mr. Arthur Barham, solicitor, 6, Eldon-street, Finsbury, has been appointed a Commissioner for Oaths. Mr. Barham was admitted in December, 1879.

Mr. George Edward Brydges, solicitor, Cheltenham, has been appointed a Commissioner for Oaths. Mr. Brydges was admitted in November, 1885.

Mr. Harold Murdock Barrows (Crump & Barrows), solicitor, Walsall, has been appointed a Commissioner for Oaths. Mr. Barrows was admitted in October, 1883.

Mr. John Barclay (Brett, Barclay, & Hamilton), solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Barclay was admitted in May, 1882.

Mr. Percival Barratt (Senior & Barratt), solicitor, Wakefield, has been appointed a Commissioner for Oaths. Mr. Barratt was admitted in May, 1877.

Mr. Robert Bradshaw Batty (Batty & Ford), solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Batty was admitted in February, 1885.

Mr. Herbert Charles Butlin (Butlin & Parr), solicitor, Nottingham, has been appointed a Commissioner for Oaths. Mr. Butlin was admitted in April, 1885.

Mr. Joseph Dodgson, solicitor, Halifax, has been appointed a Commissioner for Oaths. Mr. Dodgson was admitted in November, 1885.

Mr. Edward Augustus Dow, 19, West Ham-lane, Stratford, has been appointed a Commissioner for Oaths. Mr. Dow was admitted in Michaelmas, 1873.

Mr. Edwin Ellis, solicitor, 23, Birchin-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Ellis was admitted in November, 1879.

Mr. Charles Fry, solicitor, York, has been appointed a Commissioner for Oaths. Mr. Fry was admitted in July, 1883.

Mr. Mark Field (Field, Son, & Hannay), solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Field was admitted in February, 1885.

Mr. Horace Edward Foster, solicitor, Halifax, has been appointed a Commissioner for Oaths. Mr. Foster was admitted in December, 1884.

Mr. George Frederick Foxwell (Richardson & Foxwell), solicitor, Much Hadham, has been appointed a Commissioner for Oaths. Mr. Foxwell was admitted in Trinity, 1863.

Mr. Reginald Herbert Blyth (Hadden, Woodward, & Co.), solicitor, 6, New-square, has been appointed a Commissioner for Oaths. Mr. Blyth was admitted in December, 1876.

Mr. Cornwall Stuart Bailey, solicitor, Hastings, has been appointed a Commissioner for Oaths. Mr. Bailey was admitted in December, 1882.

Mr. George Alfred Clark, solicitor, Smethwick, has been appointed a Commissioner for Oaths. Mr. Clark was admitted in April, 1879.

Mr. George Pearson Tanner Chave, solicitor, Devonshire-chambers, Bishopsgate-street, E.C., has been appointed a Commissioner for Oaths. Mr. Chave was admitted in January, 1885.

Mr. John Baron Crossley, solicitor, Todmorden, has been appointed a Commissioner for Oaths. Mr. Crossley was admitted in August, 1884.

Mr. Edward Greenhill Church, solicitor, Copthall-avenue, City, has been appointed a Commissioner for Oaths. Mr. Church was admitted in December, 1885.

Mr. Ernest Thomson Corbitt, solicitor, Rotherham, has been appointed a Commissioner for Oaths. Mr. Corbitt was admitted in November, 1883.

Mr. John Alexander Druce (Druces & Attlee), solicitor, 10, Billiter-square, has been appointed a Commissioner for Oaths. Mr. Druce was admitted in July, 1881.

Mr. Thomas Edward Donnison (Donnison & Edwards), solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Donnison was admitted in July, 1884. He is a commissioner for the Colony of Victoria.

Mr. John William Griffith (Griffith & Allard), solicitor, Llanrwst, has been appointed a Commissioner for Oaths. Mr. Griffith was admitted in February, 1884.

Mr. Thomas Edward Gibson, solicitor, Ashton-under-Lyne, has been appointed a Commissioner for Oaths. Mr. Gibson was admitted in October, 1885.

Mr. George James Ernest Gardner, solicitor, Northallerton, has been appointed a Commissioner for Oaths. Mr. Gardner was admitted in November, 1885.

Mr. John Fawcett Hirst (Humphreys & Hirst), solicitor, Halifax, has been appointed a Commissioner for Oaths. Mr. Hirst was admitted in November, 1885. He is joint hon. secretary to the Halifax Law Society.

Mr. Alfred Ernest Habgood, solicitor, Bristol, has been appointed a Commissioner for Oaths. Mr. Habgood was admitted in November, 1885.

Mr. Richard Borough Hopkins (Scatcherd & Hopkins), solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Hopkins was admitted in March, 1880.

Mr. John Roberts Hall, solicitor, Temple-chambers, E.C., has been appointed a Commissioner for Oaths. Mr. Hall was admitted in May, 1884.

Mr. Frederick William Henry, solicitor, 5, Furnival's-inn, has been appointed a Commissioner for Oaths. Mr. Henry was admitted in December, 1878.

Mr. Humphrey John Hickman (Hickman & Son), solicitor, Southampton, has been appointed a Commissioner for Oaths. Mr. Hickman was admitted in June, 1885.

Mr. Charles Henry Hilton (Lowndes, Lloyd, & Hilton), solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Hilton was admitted in September, 1885. He is a notary public.

Mr. Richald Hilditch, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Hilditch was admitted in November, 1885.

Mr. William Hector Harris (Harris & Newby), solicitor, Bradford, has been appointed a Commissioner for Oaths. Mr. Harris was admitted in February, 1885.

Mr. Tom Hadley (Milward, Hadley, & Dain), solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Hadley was admitted in March, 1885.

Mr. Joseph Thornthwaite Jackson, B.A. Oxon. (Meek, Jackson, & Jackson), solicitor, Devizes, has been appointed a Commissioner for Oaths. Mr. Jackson was admitted in January, 1886. He is town clerk, clerk to the Urban Sanitary Authority and School Attendance Committee, and clerk to the Committee of Visitors of the County Lunatic Asylum.

Mr. William Osborne Rich Jones, solicitor, 8, Masons'-avenue, Coleman-street, E.C., has been appointed a Commissioner for Oaths. Mr. Jones was admitted in January, 1876.

Mr. Frederick Walter Hugh Keith, B.A. Oxon., solicitor, Norwich, has been appointed a Commissioner for Oaths. Mr. Keith was admitted in August, 1885.

Mr. James Herbert Reilly Kelly, solicitor, 98, Great Tower-street, E.C., has been appointed a Commissioner for Oaths. Mr. Kelly was admitted in July, 1885.

Mr. Mark Parnell Kemp, solicitor, 32, Grandison-road, Clapham-common, S.W., has been appointed a Commissioner for Oaths. Mr. Kemp was admitted in December, 1884.

GENERAL.

The following are the arrangements made by the judges (Lord Chief Justice Coleridge and Mr. Justice Collins) for holding the ensuing winter assizes on the Northern Circuit—viz., the commissions for holding these assizes will be opened at Carlisle on Tuesday, March 1; at Appleby on Monday, March 7; at Lancaster on Wednesday, March 9; at Manchester on Monday, March 14; and at Liverpool on Saturday, March 26. Business will commence at each place on the day next after the commission day at 11 o'clock, unless otherwise ordered. Civil business will not be taken at Carlisle before Friday, March 4, nor at Lancaster before Friday, March 11.

At a large and influential gathering of magistrates and county councillors of Kent, held at the Sessions House, Maidstone, on the 16th inst., Sir John Farnaby Lennard, chairman of the County Council, was presented with a portrait of himself, bearing the following inscription:—"To Sir John Farnaby Lennard, Bart., the last Chairman of the Court of General Sessions for the County of Kent.—Presented to him by his brother Magistrates. February, 1892." In making the presentation, Earl Stanhope referred to the valuable services which, since the year 1858, Sir John had rendered to the county, first as chairman of the finance committee, and afterwards as chairman of the general sessions. The portrait will be hung in the meeting-room of the Kent County Council.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Feb. 22	Mr. Godfrey	Mr. Farmer	Mr. Lavie
Tuesday 23	Leach	Rolt	Carrington
Wednesday 24	Godfrey	Farmer	Lavie
Thursday 25	Leach	Rolt	Carrington
Friday 26	Godfrey	Farmer	Lavie
Saturday 27	Leach	Rolt	Carrington
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Feb. 22	Mr. Pugh	Mr. Pemberton	Mr. Clowes
Tuesday 23	Beal	Ward	Jackson
Wednesday 24	Pugh	Pemberton	Clowes
Thursday 25	Beal	Ward	Jackson
Friday 26	Pugh	Pemberton	Clowes
Saturday 27	Beal	Ward	Jackson

WINTER ASSIZES.

NOTICE.—In cases where no note is appended to the names of the circuit towns both civil and criminal business must be ready to be taken on the first working day: in other cases the note appended to the name of the circuit town indicates the day before which civil business will not be taken. In the case of circuit towns to which two judges go there will be no alteration in the old practice.

NORTHERN (Lord Coleridge, C.J., and Collins, J.).—Carlisle, Tuesday, March 1 (Friday, March 4); Appleby, Monday, March 7; Lancaster, Wednesday, March 9 (Friday, March 11); Manchester, Monday, March 14; Liverpool, Saturday, March 26. One judge only will go to the first three places.

OXFORD (Denman and Hawkins, JJ.).—Reading, Saturday, Feb. 20; Oxford, Wednesday, Feb. 24; Worcester, Saturday, Feb. 27 (Tuesday, March 1); Gloucester, Thursday, March 3 (Saturday, March 5); Monmouth, Tuesday, March 8; Hereford, Saturday, March 12 (Tuesday, March 15); Shrewsbury, Friday, March 18; Stafford, Thursday, March 24; Birmingham, Monday, March 28. One judge only will go to the first seven places.

MIDLAND (Cave and Lawrance, JJ.).—Aylesbury, Monday, Feb. 22 (criminal business at 12 o'clock); Bedford, Thursday, Feb. 25; Northampton, Saturday, Feb. 27; Oakham, Wednesday, March 2; Lincoln, Thursday, March 3 (Monday, March 7); Derby, Wednesday, March 9; Leicester, Monday, March 14 (Wednesday, March 16); Nottingham, Thursday, March 17; Warwick, Wednesday, March 23 (Saturday, March 26); Birmingham, Monday, March 28. One judge only will go to the first seven and the ninth places.

SOUTH-EASTERN (Mathew, J.).—Huntingdon, Monday, March 7; Cambridge, Wednesday, March 9; Norwich, Monday, March 14 (Wednesday, March 16); Ipswich, Monday, March 21 (Wednesday, March 23); Chelmsford, Saturday, March 26; Hertford, Thursday, March 31; Lewes, Tuesday, April 5 (Friday, April 8).

HOME (Day, J.).—Maidstone, Saturday, March 5 (Wednesday, March 9); Guildford, Tuesday, March 15 (Thursday, March 17); Exeter, Tuesday, March 22; Winchester, Monday, March 28; Bristol, Monday, April 4. Two judges will go to the last three places.

WESTERN (Day and Wills, JJ.).—Devizes, Friday, Feb. 26 (Wednesday, March 2); Dorchester, Friday, March 4 (Wednesday, March 9); Taunton, Thursday, March 10 (Tuesday, March 15); Bodmin, Thursday, March 17 (Saturday, March 19); Exeter, Tuesday, March 22; Winchester, Monday, March 28; Bristol, Monday, April 4. One judge only will go to the first four places.

NORTH-EASTERN (Grantham and Wright, JJ.).—Newcastle, Saturday, March 5; Durham, Monday, March 14; York, Tuesday, March 22; Leeds, Monday, March 28.

SOUTH WALES AND CHESTER (Charles, J.).—Haverfordwest, Friday, March 11; Lampeter, Monday, March 14; Carmarthen, Wednesday, March 16; Brecon, Monday, March 21; Presteign, Thursday, March 24; Chester, Saturday, March 26; Cardiff, Saturday, April 2. Two judges will go to the last two places.

NORTH WALES, CHESTER, AND GLAMORGAN (Vaughan Williams, J.).—Welshpool, Wednesday, March 9; Dolgelly, Saturday, March 12; Carnarvon, Tuesday, March 15; Beaumaris, Friday, March 18; Ruthin, Monday, March 21; Mold, Wednesday, March 23; Chester, Saturday, March 26; Cardiff, Saturday, April 2. Two judges will go to the last two places.

Pollock, B., and A. L. Smith, J., will remain in town.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

BEATTY.—Feb. 17, at Killerey, Wimbledon, the wife of Octavius Beatty, B.A., LL.B., of the Middle Temple, barrister-at-law, of a son.

DEATHS.

SMYTHIES.—Feb. 10, at 57, Belsize-park, John Kinnersley Smythies, Recorder of Ludlow, aged 82.

WARBROOK.—Feb. 7, at 7, Gloucester-row, Clifton, Bristol, Henry Sidney Warbrough, solicitor, aged 79.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMERICAN CORRESPONDENCE BUREAU, LIMITED—Petn for winding up, presented Feb 11, directed to be heard before North, J., on Saturday, Feb 20. Withall & Co, Great George st, Westminster, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 19

EMERALD MINES OF COLUMBIA, LIMITED—Petn for winding up, presented Jan 27, directed to be heard before Kekewich, J., on Feb 20. Jackson & Prince, Cannon st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 19

GOLD ORES REDUCTION CO, LIMITED—Petn for winding up, presented Feb 9, directed to be heard on Saturday, Feb 20. Blair & Girling, Wool Exchange, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 19

HOLLOWAY PAPER STAINING WORKS, LIMITED—Petn for winding up, presented Feb 10, directed to be heard on Feb 20. Marshall, New Bridge st, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 19

LEICESTER MANUFACTURING CO, LIMITED—By an order made by Stirling, J., dated Jan 30 it was ordered that the voluntary winding up of the company be continued. Riley, Moorgate st, solor for petners

MARSHALLS, LIMITED—Petn for winding up, presented Feb 11, directed to be heard on Saturday, Feb 20, at 10.30. Crook, Lincoln's inn fields, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 19

STEAM YACHT BRETAGNE, LIMITED—Petn for winding up, presented Feb 12, directed to be heard before Stirling, J., on Feb 27. Wynne & Co, Chancery lane, agents for Simpson & Co, Liverpool, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 26

STUD FARM, LIMITED—Petn for winding up, presented Feb 11, directed to be heard before Stirling, J., on Feb 20. Lewis & Lewis, Ely place, Holborn, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 19

FRIENDLY SOCIETIES DISSOLVED.

NOTTING HILL AND KENSINGTON GENERAL BURIAL SOCIETY, Yorkshire Stingo, Silver st, Kensington. Feb 9

TITTLESHALL FRIENDLY SOCIETY, Schoolroom, Tittleshall, Norfolk. Feb 8

London Gazette.—TUESDAY, Feb. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BULL BRIDGE BRICK CO, LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Samuel Hall, 13, Curzon st, Derby

J. H. EVANS & CO, LIMITED—Petn for winding up, presented Feb 12, directed to be heard on Feb 27. Pritchard & Sons, Gracechurch st, agents for Webster & Styring, Sheffield, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 26

JOSEPH ASHFORTH & CO, LIMITED—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to Arnold Thomas Watson, Leopold st, Sheffield. Wake & Co, Sheffield, solors for liquidator

NEW ASBESTOS CO, LIMITED—By an order made by Stirling, J., dated Jan 30, it was ordered that the voluntary winding up of the company be continued. Maddisons, King's Arms yard, solors for petners

NEW DRONFIELD SILKSTONE COAL CO, LIMITED—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to Arnold Thomas Watson, Leopold st, Sheffield. Wake & Co, Sheffield, solors for liquidator

STUD FARM, LIMITED—Petn for winding up, presented Feb 11, directed to be heard before Stirling, J., on Feb 20. Lewis & Lewis, Ely place, Holborn, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 19

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 2.

BOOTH, JOHN, Yealand Redmayne, Lancs, Gent March 1 Sharp & Son, Lancaster

BRANDON, GEORGE, Liverpool, Provision Merchant March 1 Quinn & Sons, Liverpool

BRASSEY, GEORGE, Farndon, co Chester, Gent Feb 29 Brassey, Chester

CAMERON, CHARLES FREDERIC, Gresham house, Old Broad st, Solicitor March 1 Bartlett, care of Robins & Co, Old Broad st

CHAPPELL, ALICE, Minehead, Somerset March 1 Peacock & Goddard, South sq, Gray's inn

CROFT, ROSINA, Ulswater st, Liverpool March 23 Berry, Liverpool

CURRY, CAROLINE MARY, Charlton King's, Glos March 14 Black & Fisher, New inn, Strand

DAWE, SUSAN, Underhill rd, East Dulwich March 4 Birt & Follett, Townhall chambers, Southwark

DUGOOD, EDWIN JOSEPH, Jenner rd, Stoke Newington, Gent March 25 Bell & Co, Bow churchyard

FERGUSON, JOHN HENDERSON, Leeds, Veterinary Surgeon Feb 22 Simpsons & Denham, Leeds

GOULDING, FREDERICK CATLING, King's rd, Chelsea, Licensed Victualler Feb 27 Bowman & Crawley-Boevey, Bedford row

GRAY, MARY, York March 5 Crumbie, York

HAIGH, JOHN, Chorlton upon Medlock, Manchester, formerly Tailor Feb 29 Leak, Manchester

HAMMOND, THOMAS, Claydon Oxon, Farmer, Feb 29 Pellatt, Banbury

HOLLAND PHŒBE JANE, Harley st, Cavendish sq. March 1 Peacock & Goddard, South sq, Gray's inn

HOLT, THOMAS, Heaton Mersey, Lancs, Farmer May 1 Crowther, Manchester

JENNINGS, RICHARD, Portland pl, Esq Feb 29 Lowe & Co, Temple gdns

JONES, FRANCES, Melgund rd, Highbury Mar 10 Debenham & Walker, Gresham bldgs, Basinghall st

JONES, MARY ANN, Bushey, Herts Mar 4 Hulme, Worcester

LLOYD, THOMAS, Tarvin, co Chester, Farmer Feb 29 Brassey, Chester

OVER, JOHN BARNWELL, Rugby, Gent Mar 1 Seabroke, Rugby

ROBINSON, WILLIAM, Hutton Rudby, Yorks, Gent Mar 14 Robson, Middlesborough

ROYLANCE, EDWARD, Macclesfield, retired Joiner Mar 4 May, Macclesfield

SISSONS, MARY, Barton on Humber Mar 1 Holden & Co, Hull

TONKS, WILLIAM, Aston, co Warwick, retired Licensed Victualler Feb 28 Rowlands & Co, Birmingham
USHER, JOHN, Totton, Eling, co Southampton, Licensed Victualler Mar 25 Coxwell & Pope, Southampton
WEATHERILL, HENRIETTA, Saltburn by the Sea, Yorks March 1 Spry, Middlesborough
WHALLEY, WILLIAM, Lytham, Lancs, retired Excise Officer March 14 H & J Cooper, Preston
WOOD, RICHARD, Leeds, Butcher March 15 Middleton & Sons, Leeds
WOODALL, WILLIAM, Sledmore, Worcs, Forge Manager Feb 24 Ward, Dudley
WOODMAN, JOHN DOVER, Turnpike lane, Hornsey, Bachelor of Medicine March 1 Newton & Co, Raymond bldgs
WORRALL, SARAH ANN, St Annes on the Sea, Lancs March 15 Farrar & Co, Manchester

London Gazette.—FRIDAY, Feb. 5.

ANKERSON, RICHARD, Cowfold, Sussex, Gent March 5 Hutchinson, Lincoln's inn fields
BAGGE, JOHN DEMMETT, Bridport, Dorset, Gent Feb 20 Blount & Co, Arundel st, Strand
BELGROVE, JOHN DOE, Hollingdon, Soulbury, Bucks, Farmer March 15 Newton & Co, Leighton Buzzard, Beds
BOURNE, SARAH HARRIET, Queen's Gate gardens, South Kensington March 12 Miller & Co, Liverpool
BRAHAM, ANN BENJAMIN, Holland park, Kensington March 2 Bloxall & Bloxall, Chancery lane
BROWN, ANNIE ELLEN, Hereford rd, Bayswater March 16 Crosse & Sons, Lancaster pl, Strand
BUCKOKE, BENJAMIN, Grove rd, St John's Wood March 1 E & J Mote, South sq, Gray's inn
CLAPP, THOMAS, Abergavenny, Mon, Clerk in Holy Orders March 31 Davis & Lloyd, Newport, Mon
COLWILL, RICHARD COTTON, Plymouth, Gent March 15 Rooker & Co, Plymouth
CORFIELD, THOMAS, Spadeley, Salop, Farmer March 19 Cooper & Haslewood, Bridgnorth
CREWE, JAMES, Northampton, Grocer April 1 Dennis & Faulkner, Northampton
DALTON, ROGER, Preston, Builder Feb 29 W & J Cooper, Preston
DAVIES, THOMAS, Lampeter, co Cardigan, Farmer March 5 Price & Lloyd, Lampeter
EDWARDS, WILLIAM, Mattishall, Norfolk, Farmer March 8 Cooper & Norgate, East Dereham
EGAR, WILLIAM JOHN, Geldeston, Norfolk, Clerk in Holy Orders April 1 Slipper, Great Yarmouth
FOULKES, SAMUEL, Kempston, Beds April 8 Mitchell, Bedford
GARSTANG, ALICE, Wilmslow, co Chester Feb 29 Southam & Harwood, Manchester
GORSE, THOMAS, Furness Vale, co Chester, Calico Bleacher Feb 25 Bostock & Walker, New Mills
GREENGRASS, WILLIAM, Fareham, co Southampton, retired Major Mar 1 Cooper, Croydon
HAWKINS, MARY, Sible Hedingham, Essex Mar 8 Grimwade, Hadleigh, Suffolk
HAY, MARY, Linslade, Bucks Mar 15 Newton & Co, Leighton Buzzard
HINCHLIFFE, CHARLOTTE, Willow lane, Huddersfield Mar 5 Wilmshurst, Huddersfield
HODGE, JANE WHITE EWART, Plymouth Mar 15 Rooker & Co, Plymouth
HOWARD, CHARLES, Woolwich, Licensed Victualler Mar 7 Fenn, Queen Victoria st, and Charlton, Kent
HULBERT, WILLIAM, Norton, Wilts, Farmer Mar 5 Clark & Smith, Malmesbury
KELLAWAY, THOMAS CHARLES, Camberwell rd Apr 16 Keeble, Gresham st
KITCHING, LUCY SUSANNA, Worfield, Worthing Mar 1 Brooke, Lincoln's inn fields
KNIGHT, SARAH, Pitchcombe, Glos March 10 Witchell & Sons, Stroud
LILLER, MARY SUDBURY, Mount Sorrell, Leics April 30 Mee & Co, Retford
LLOYD, THOMAS CHARLES, Bognor, Sussex, Wine Merchant March 14 Rooks & Co, King st, Cheapside
LOWCOCK, MARY, Bolton May 2 Whitaker, Duchy of Lancaster Office
LYALL, ANN ISABELLA, Stanton st, Newcastle upon Tyne March 21 Gibson & Co, Newcastle upon Tyne
MCWILLIAM, ROBERT, Alstonby, Kirklinton, Cumberland, Gent March 5 E & K J Hough, Carlisle
MEESON, SARAH, Wolston, co Warwick March 1 Streetly, Coventry
MOOYAART, MARY JANE, Harewood sq March 5 Lee & Pembertons, Lincoln's inn fields
PARRINTON, WILLIAM, Bungay, Suffolk, Wine Merchant March 3 Branton, Philpot lane, and Bungay
RAMSDEN, ARTHUR CHARLES, Ashurst, Kent, Esq March 17 Godden & Co, Old Jewry
RAPER, HANNAH, Stockton on Tees, Draper March 10 W R & P S Minor, Manchester
RIDLEY, SAMUEL COAKES, Claughton, Birkenhead, Gent March 1 Kent & Holroyd, Liverpool
RUSSON, JOHN, Yerbury rd, Upper Holloway, Builder March 5 Syrett, Finsbury pvmt
SALMON, OSCAR, Summerhill rd, Tottenham Feb 29 Robins, Pancras lane, Queen st
SNOWDON, THOMAS, Cleadon, co Durham, Farmer March 1 Davidson & Barker, South Shields and Jarrow
STONER, WILLIAM JOHN, Paget rd, Stoke Newington, Surveyor's Clerk March 14 Lewis, Adelaide place, London bridge
TATE, JAMES, South Shields, Organist March 7 Marshall, South Shields
TINKLER, THOMAS, Old Lenton, Nottingham, Milkseller March 31 C. & J. Woodhouse, Nottingham
TREGELLES, LYDIA, Falmouth March 7 Genn, Falmouth

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 12.

RECEIVING ORDERS.

ASPINALL, GEORGE, Liverpool, Coal Dealer Liverpool Pet Feb 10 Ord Feb 10
ATWOOD, ALFRED, Abercarn, Mon, Draper Newport, Mon Pet Feb 10 Ord Feb 10
BATEMAN, SAMUEL, Downham Market, Norfolk, Farmer King's Lynn Pet Feb 10 Ord Feb 10
BROWN, CHARLES, Stoke upon Trent, Shoemaker Stoke upon Trent Pet Feb 8 Ord Feb 8
BROWN, HENRY, Nottingham, Brush Maker Nottingham Pet Feb 9 Ord Feb 9
CALVERT, EDWARD BENNETT, Crown Office row, Temple, Barrister at Law High Court Pet Jan 15 Ord Feb 9
CARNE, WILLIAM WALTER, Gt Stanmore, of no occupation, St Albans Pet Jan 6 Ord Feb 5
CARTER, HERBERT, Warminster, Wilts, Coal Merchant Frome Pet Feb 9 Ord Feb 9
CARTWRIGHT, AUBREY WILLIAM, Kingston upon Hull, Brewer's Agent Kingston upon Hull Pet Jan 8 Ord Feb 8
CLEGG, ARTHUR COOPER, Hangingheaton, nr Dewsbury, late Grocer Dewsbury Pet Feb 8 Ord Feb 8
CRAGG, HENRY, Warrington, Joiner Warrington Pet Feb 9 Ord Feb 9
CURTEIS, THOMAS, Gateshead, Merchant Tailor Newcastle on Tyne Pet Feb 8 Ord Feb 8
CUTMORE, DAVID, Pockthorpe, Norwich, Journeyman Baker Norwich Pet Feb 9 Ord Feb 9
DAVIS, DAVID, Liverpool, Toy Dealer Liverpool Pet Feb 8 Ord Feb 8
ELLIS, CADWALADR, Bontuchaf, Bethesda, Carnarvonshire, Blacksmith Bangor Pet Feb 8 Ord Feb 8
FLEMING, JAMES, Liverpool, Licensed Victualler Liverpool Pet Feb 8 Ord Feb 9
GAMMON, FREDERICK, Swingfield, Kent, Farm Labourer Canterbury Pet Feb 9 Ord Feb 9
GARDNER, JOHN HENRY, Brighton, Commission Agent Brighton Pet Dec 5 Ord Feb 1
GAWTHORPE, HENRY, Northampton, Machinist Northampton Pet Feb 9 Ord Feb 9
HARRISON, ALBERT WILLIAM, Bournemouth, Jeweller's Assistant Poole Pet Feb 10 Ord Feb 10
HARRISON, MELLOR, Tadcaster, Yorks, Mason York Pet Feb 8 Ord Feb 8
HIGGINS, FRANCIS WILLIAM, Gloucester, Carver Gloucester Pet Feb 9 Ord Feb 10
HORSBY, GEOFFREY EDWARD, Hurstpierpoint, Sussex, Gent Brighton Pet Feb 8 Ord Feb 8
HOWARD, GEORGE WILLIAM FREDERICK, Deptford, Kent, Hay Dealer Greenwich Pet Feb 3 Ord Feb 3
HULME, WILLIAM HENRY, Hanley, Staffs, Earthenware Manufacturer Hanley Pet Feb 10 Ord Feb 10
HUMPHRY, ROBERT, Hove, Builder Brighton Pet Feb 8 Ord Feb 8
HUNTER, ALEXANDER EDWARD, Great Eastern Hotel, Liverpool st, Commercial Traveller High Court Pet Feb 10 Ord Feb 10
ILLINGWORTH, WILLIAM, Bradford, Draper Bradford Pet Jan 27 Ord Feb 8
JACKSON, NATHAN, Dewsbury, Stationer Dewsbury Pet Feb 9 Ord Feb 9
JENKINS, AARON THOMAS, Penygraig, Glam, Colliery Manager Pontypridd Pet Feb 6 Ord Feb 6
JONES, JOHN FREDERIC, Dalston lane, Hackney, not in any business High Court Pet Feb 10 Ord Feb 10
JOY, GEORGE, Farley, Hants, Farmer Winchester Pet Feb 10 Ord Feb 10
KEEBLE, WALTER, Ipswich, Milkseller Ipswich Pet Feb 5 Ord Feb 5
LOUTTIT, JOHN, Gateshead, Master Mariner Newcastle on Tyne Pet Feb 8 Ord Feb 8
LYON, N J, Windsor Barracks, Berks, Lieutenant in Grenadier Guards High Court Pet Jan 5 Ord Feb 10
MACDONALD, JOHN, Torquay, formerly Lodging house Keeper Exeter Pet Feb 9 Ord Feb 9
MARSHALL, FREDERICK GEORGE, Norwich, late Innkeeper Norwich Pet Feb 8 Ord Feb 8
MARSHALL, HENRY ROBERT, Reading, Optician Reading Pet Feb 6 Ord Feb 6
MASTERS, GEORGE, Goswell rd, Carman High Court Pet Feb 9 Ord Feb 9
MCEWAN, GEORGE, late of Barrow in Furness, Baker Barrow in Furness Pet Feb 10 Ord Feb 10
MENDHAM, G, East st, Walworth, Cheesemonger High Court Pet Jan 26 Ord Feb 10
MEREFIELD, CHARLES, Boscombe, Bournemouth, Builder Poole Pet Feb 9 Ord Feb 9
MILNE, JOHN, Heathfield pk, Willesden Green, Esquire High Court Pet Sept 25 Ord Feb 10
MITCHELL, HENRY, Pelsall, Staffs, Licensed Victualler Walsall Pet Feb 5 Ord Feb 5
PALMER, JOHN RICHARDS, Swansea, Wine Merchant Swansea Pet Feb 9 Ord Feb 9
PITMAN, FREDERICK JAMES, Bath, Butcher Bath Pet Feb 8 Ord Feb 8
REARDON, ELLEN, Newport, Mon, Innkeeper Newport, Mon Pet Feb 8 Ord Feb 8
RICHARDSON, Rev ALFRED SPENCER, Knockholt, Kent, Bishop of Reformed Episcopal Church High Court Pet Feb 10 Ord Feb 10
ROSE, WALTER OSBORNE, Farnham, Surrey, Grocer Guildford and Godalming Pet Feb 9 Ord Feb 9
SANDS, JOHN, New Clee, Gt Grimsby, Fish Curer Gt Grimsby Pet Feb 9 Ord Feb 9
SCHUMER & CO., F., Crutchedfriars, Wine Merchants High Court Pet Jan 12 Ord Feb 4
SHEARMAN, CHARLES, Dorking, Surrey, Insurance Agent Croydon Pet Feb 6 Ord Feb 6
SMITH, HENRY, Hutton Rudby, Yarm, Yorks, retired Boot Dealer Stockton on Tees and Middlesborough Pet Feb 9 Ord Feb 9
SMITH, RICHARD CORDEN, Gainsborough, Hotel Keeper Lincoln Pet Jan 21 Ord Feb 5
STEEL, ALFRED, Deptford, Kent, Timber Merchant Greenwich Pet Jan 4 Ord Feb 9
STEVENS, ELIZA ANNIE, Snodland, Kent, Milliner Maidstone Pet Feb 6 Ord Feb 6
STOCKS, EDWIN, and WALTER STOCKS, Baildon, Otley, Yorks, Silk Dyers Leeds Pet Feb 8 Ord Feb 8
STONE, JOSEPH, Dancesmoor, nr Clay Cross, Derbyshire, Beer Retailer Chesterfield Pet Feb 9 Ord Feb 9
SWANN, JAMES, Cambridge, Carter Cambridge Pet Feb 8 Ord Feb 8
TAYLOR, GEORGE WILLIAM BERNARD, Leeds, Mill Furnisher Leeds Pet Feb 8 Ord Feb 8
THORNTON, EDWIN, Leicester, Painter Leicester Pet Feb 6 Ord Feb 6
WATSON, JAMES, Leeds, late Butcher Leeds Pet Feb 10 Ord Feb 10
WHEELER, THOMAS, Kingston, Surrey, Stone Merchant Kingston Pet Feb 8 Ord Feb 8
WILCOCK, JOHN, South Ossett, Yorks, Rag Merchant Dewsbury Pet Feb 6 Ord Feb 6
WOODRUFF, JAMES, Wetherby, Yorks, Lime Burner York Pet Feb 10 Ord Feb 10

The following amended notice is substituted for that published in the London Gazette, Feb 9:—

ROGERSON, JOHN WHITE, Havercroft, nr Wakefield, Farmer Barnsley Pet Feb 5 Ord Feb 5

FIRST MEETINGS.

ALCOCK, ARTHUR, late of Gt St Helens, Shipbroker High Court Feb 19 at 12 33, Carey st, Lincoln's inn
BASING, JOSHUA, Wimbledon, Surrey, Draper Feb 22 at 12.30 24, Railway approach, London Bridge
BLAKE, HERBERT, Croydon, Surrey, Butcher Feb 22 at 11.30 24, Railway approach, London Bridge
BRUNTON, ALBERT EDWARD, Nelson, Lancs, formerly Potato Merchant March 3 at 1 Exchange Hotel, Nicholas st, Burnley
CLEGG, ARTHUR COOPER, Hangingheaton, nr Dewsbury, late Grocer Feb 19 at 4.30 Off Rec, Bank chmbrs, Batley
COOPER, EZRA, Falsgrove, Scarborough, Bricklayer Feb 19 at 11.30 Off Rec, 74, Newborough st, Scarborough
CUTMORE, DAVID, Pockthorpe, Norwich, Journeyman Baker Feb 20 at 11.30 Off Rec, 8, King st, Norwich
DAVIS, DAVID CHARLES, Carmarthen, Ironmonger Feb 23 at 11 Whitehall chmbrs, 25, Colmore row, Birmingham
EDMONDSON, PETER, Padiham, Lancs, Weaver March 3 at 1.30 Exchange Hotel, Nicholas st, Burnley
EMMENT, JOHN, Waterloo, Pembroke Dock, Licensed Victualler March 2 at 2.30 Temberance Hall, Pembroke Dock
FAY, JAMES, Victoria terr, Willesden lane, Kilburn, of no occupation Feb 23 at 12 33, Carey st, Lincoln's inn
GAYLER, WILLIAM, Fortess rd, Kentish Town, Draper Feb 22 at 12 33, Carey st, Lincoln's inn
GOLDRING, CHRISTOPHER CHARLES, Worcester, Pastrycook Feb 19 at 10.30 Off Rec, Worcester
HARDEN, JOHN TYAS, Luton, Beds, Straw Hat Manufacturer Feb 22 at 3.30 Red Lion Hotel, Luton
HARRISON, MELLOR, Tadcaster, Yorks, Mason Feb 22 at 12.30 Off Rec, York
HARWOOD, JOS, Blackburn, Grocer Feb 24 at 1.30 County Court House, Blackburn
ILLINGWORTH, WILLIAM, Bradford, Draper Feb 24 at 11 Off Rec, 31, Manor row, Bradford
KEEBLE, WALTER, Ipswich, Suffolk, Milkseller Feb 19 at 12 36, Princes st, Ipswich
KING, THOMAS WILLIAM, sen, Portswood, Southampton, Commission Agent Feb 23 at 12 Off Rec, 4, East st, Southampton
LLOYD, ERNEST H, Streatham, Surrey, Clerk Feb 19 at 2.30 24, Railway approach, London Bridge
MACDONALD, JOHN, Torquay, formerly Lodging House Keeper Feb 23 at 11 Off Rec, 13, Bedford circus, Exeter
MARRIOTT, HARRY, Lancaster, Pork Butcher Feb 25 at 2.15 Off Rec, 14, Chapel st, Preston
MARSHALL, FREDERICK GEORGE, Norwich, Innkeeper Feb 20 at 11 Off Rec, 8, King st, Norwich
MCCULLOCK, FINLAY, Higher Broughton, Salford, Contractor Feb 19 at 3 Ogden's chmbrs, Bridge st, Manchester
MILLER, GEORGE, Blackpool, Bricklayer March 4 at 2 Off Rec, 14, Chapel st, Preston

Morris, Edmund, Treharris, Glam, Inspector of Tools in Colliery Feb 22 at 2 Off Rec, Merthyr Tydfil

Morris, Thomas Telynog, Treharris, Glam, Tailor Feb 22 at 3 Off Rec, Merthyr Tydfil

Norman, Charles, Merton, Surrey, Baker Feb 19 at 12.30 24, Railway approach, London Bridge

Pollard, James, Leeds, Game Dealer Feb 22 at 11 Off Rec, 22, Park row, Leeds

Potter, Edmund, and **John Lewis**, Kidderminster, Carpet Manufacturers Feb 19 at 1 Lion Hotel, Kidderminster

Proctor, John, Shaw Heath, Stockport, Commission Agent Feb 23 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

Ridges, William Henry, North End rd, West Kensington, Coal Merchant Feb 22 at 11 33, Carey st, Lincoln's inn

Slatford, Charles, Thornton Heath, Surrey, Butcher Feb 19 at 11.30 24, Railway app, London bridge

Smith, Charles Frederick, Slough, Bucks, Brewer's Traveller Feb 19 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

Stevens, Eliza Annie, Snodland, Kent, Milliner Feb 26 at 3 Off Rec, Week st, Maidstone

Stopes, Henry, Queen st, Cheapside, Brewers' Architect Feb 24 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Swann, James, Cambridge, Carter Feb 23 at 11.45 Off Rec, 5, Petty Cury, Cambridge

Taylor, David, Swansea, late Travelling Circus Proprietor Feb 20 at 12 Off Rec, 97, Oxford st, Swansea

Thorne, W Severn, Bounds Green, Edmonton, Licensed Victualler Feb 22 at 1 33, Carey st, Lincoln's inn

Tomlinson, Frank Lofas, Preston, Salt Merchant Feb 25 at 3 Off Rec, 14, Chapel st, Preston

Townend, Walter, Bradford, Commission Agent Feb 20 at 11 Off Rec, 31, Manor row, Bradford

Walker, Joseph Ebenezer, and **Stephen Henry Walker**, Theydon rd, Grove rd, Victoria pk, Boot Manufacturers Feb 24 at 2.30 33, Carey st, Lincoln's inn

Weaver, Alfred, Betterton st, Drury lane, Commission Agent Feb 22 at 2.30 33, Carey st, Lincoln's inn

West, William, St Austell, Cornwall, Ironfounder Feb 19 at 12.30 White Hart Hotel, St Austell

Wilcock, John, late of South Ossett, Yorks, Rag Merchant Feb 19 at 3 Off Rec, Bank chmbrs, Batley

Wilderspin, Isaac, Over, Cambs, Implement Manufacturer Feb 23 at 12.30 Off Rec, 5, Petty Cury, Cambridge

Witts, Broome, Aldbourne, Wilts, carrying on no business Feb 19 at 12.15 Few & Dreweatt, Market pl, Newbury

Woodburn, James, Wetherby, Yorks, Lime Burner Feb 23 at 11.30 Off Rec, York

Woolf, Israel, Spital st, Mile End New Town, Sponge Hawker Feb 19 at 1 33, Carey st, Lincoln's inn

Wouters, Charles Phillip, Whitcomb st, Pall Mall East, Hairdresser Feb 19 at 2.30 33, Carey st, Lincoln's inn

ADJUDICATIONS.

Bateman, Samuel, Downham Market, Norfolk, Farmer King's Lynn Pet Feb 10 Ord Feb 10

Brown, Charles, Stoke upon Trent, Shoemaker Stoke upon Trent Pet Feb 5 Ord Feb 8

Brown, Henry, Nottingham, late Brush Maker Nottingham Pet Feb 9 Ord Feb 9

Carter, Herbert, Warminster, Wilts, Coal Merchant Frome Pet Feb 9 Ord Feb 9

Clegg, Arthur Cooper, Hanging heaton, nr Dewsbury, late Grocer Dewsbury Pet Feb 6 Ord Feb 8

Cohen, Henry, New Cross rd, Kent, Jeweller's Factor Greenwich Pet Jan 27 Ord Feb 3

Cragg, Henry, Warrington, Joiner Warrington Pet Feb 9 Ord Feb 9

Curteis, Thomas, Gateshead, Merchant Tailor Newcastle on Tyne Pet Feb 8 Ord Feb 8

Cutmore, David, Pockthorpe, Norwich, Journeyman Baker Norwich Pet Feb 9 Ord Feb 9

Davis, David, Liverpool, Toy Dealer Liverpool Pet Feb 8 Ord Feb 8

Ellis, Cadwalade, Bontuchaf, Bethesda, Carnarvonshire, Blacksmith Bangor Pet Feb 8 Ord Feb 8

Foster, Henry Brock, Pelham st, Mile End New Town, Cowkeeper High Court Pet Jan 12 Ord Feb 10

French, John, Walker, Northumbrid, Builder Newcastle on Tyne Pet Feb 2 Ord Feb 9

Gammon, Frederick, Swingfield, Kent, Farm Labourer Canterbury Pet Feb 8 Ord Feb 9

Gawthorpe, Henry, Northampton, Machinist Northampton Pet Feb 9 Ord Feb 9

Grocutt, Edwin, Birmingham, Licensed Victualler Birmingham Pet Jan 29 Ord Feb 9

Harrison, Albert William, Bournemouth, Jeweller's Assistant Poole Pet Feb 10 Ord Feb 10

Harrison, Mellor, Tadcaster, Yorks, Mason York Pet Feb 8 Ord Feb 8

Hewitt, John, Wimbourne st, Hoxton, Engineer High Court Pet Jan 22 Ord Feb 9

Higgins, Francis William, Gloucester, Carver Gloucester Pet Feb 9 Ord Feb 10

Houchin, F G, Miles lane, Cannon st, Wholesale Grocer High Court Pet Jan 22 Ord Feb 9

Hulse, William Henry, Hanley, Staffs, Earthenware Manufacturer Hanley Pet Feb 10 Ord Feb 10

Humphrey, Robert, Hove, Sussex, Builder Brighton Pet Feb 8 Ord Feb 8

Jackson, Nathan, Dewsbury, Stationer Dewsbury Pet Feb 9 Ord Feb 9

Jefferies, William James, Barry Dock, Glam, Builder Cardiff Pet Jan 22 Ord Feb 9

Jenkins, Aaron Thomas, Penygraig, Glam, Colliery Manager Pontypridd Pet Feb 6 Ord Feb 6

Lacey, Charles, Ramsgate, Licensed Victualler Canterbury Pet Jan 13 Ord Feb 8

Lloyd, Ernest H, Streatham, Surrey, Clerk Wandsworth Pet Oct 6 Ord Feb 8

Macdonald, John, Torquay, formerly Lodging House Keeper Exeter Pet Feb 9 Ord Feb 9

Maclrid, Norman Morrison, Ludford, Herefordshire, Licensed Victualler Leominster Pet Feb 2 Ord Feb 9

Marshall, Frederick George, Norwich, late Innkeeper Norwich Pet Feb 8 Ord Feb 8

Marshall, Henry Robert, Reading, Optician Reading Pet Feb 6 Ord Feb 6

Masters, George, Goswell rd, Carman High Court Pet Feb 9 Ord Feb 10

Merefield, Charles, Boscombe, Bournemouth, Builder Poole Pet Feb 9 Ord Feb 9

Miller, George, Blackpool, Bricklayer Preston Pet Jan 19 Ord Feb 9

Mitchell, Henry, Pelsall, Staffs, Licensed Victualler Walsall Pet Feb 5 Ord Feb 5

Osborne, William Harness, Westbourne Park crnt, Paddington, Manufacturer's Clerk High Court Pet Feb 2 Ord Feb 9

Palmer, John Richards, Swansea, Wine Merchant Swansea Pet Feb 9 Ord Feb 10

Perry, William Henry, Warwick, Draper Warwick Pet Jan 4 Ord Feb 8

Pitman, Frederick James, Bath, Butcher Bath Pet Feb 8 Ord Feb 8

Ridges, William Henry, North End rd, West Kensington, Coal Merchant High Court Pet Feb 4 Ord Feb 9

Sands, John, New Clee, Gt Grimsby, Fish Curer Gt Grimsby Pet Feb 9 Ord Feb 9

Sandys, Edmund Arthur Marcus, Jermyn st, Wine Merchant High Court Pet July 11 Ord Feb 9

Smith, Henry, Hutton Rudby, Yarm, Yorks, retired Boot Dealer Stockton on Tees and Middlesborough Pet Feb 9 Ord Feb 9

Stevens, Eliza Annie, Snodland, Kent, Milliner Maidstone Pet Feb 6 Ord Feb 6

Stone, Joseph, Danesmoor, nr Clay Cross, Derbyshire, Beer Retailer Chesterfield Pet Feb 9 Ord Feb 9

Stopes, Henry, Queen st, Cheapside, Brewers' Architect High Court Pet Feb 1 Ord Feb 8

Swann, James, Cambridge, Carter Cambridge Pet Feb 8 Ord Feb 8

Taylor, George William Bernard, Leeds, Mill Furnisher Leeds Pet Feb 8 Ord Feb 8

Thornton, Edwin, Leicester, Painter Leicester Pet Feb 6 Ord Feb 6

Tidd-Pratt, Frederick Rogers, Kington, Herefordshire, Solicitor Leominster Pet Jan 2 Ord Feb 8

Tronson, Norman Percy Miles, Drapers' gdns, Financial Agent High Court Pet Dec 4 Ord Feb 10

Watson, James, Leeds, Butcher Leeds Pet Feb 10 Ord Feb 10

Wilcock, John, South Ossett, Yorks, Rag Merchant Dewsbury Pet Feb 6 Ord Feb 8

Witchurch, James, Finsbury pk rd, Corn Merchant High Court Pet Dec 30 Ord Feb 9

Woodburn, James, Wetherby, Yorks, Lime Burner York Pet Feb 10 Ord Feb 10

London Gazette.—Tuesday, Feb. 16.

RECEIVING ORDERS.

Abbey, Robert, Stillington, Yorks, Market Gardener York Pet Feb 12 Ord Feb 12

Ally, Arthur George Pead, Wormwood st, Merchant High Court Pet Feb 13 Ord Feb 13

Ashworth, Sam, Todmorden, Contractor Burnley Pet Feb 13 Ord Feb 13

Barr, James, Nottingham, Coffee Tavern Proprietor Nottingham Pet Feb 13 Ord Feb 13

Barrett, Albert, Gloucester, Carpenter Gloucester Pet Feb 13 Ord Feb 13

Bleasdale, William Thompson, Burnley, formerly Leather Merchant Burnley Pet Feb 11 Ord Feb 11

Burton, Frederick William, Great Lever, Lancs, Joiner Bolton Pet Feb 13 Ord Feb 13

Capper, Thomas, Northwich, Auctioneer Nantwich and Crewe Pet Feb 10 Ord Feb 10

Chambers, Richard, Elijah Chance, and **Thomas Chambers**, West Bromwich, Iron Manufacturers West Bromwich Pet Feb 11 Ord Feb 11

Christmas, Rees, late of Aberdare, Glam, Grocer Aberdare Pet Feb 1 Ord Feb 11

Collins, Charles Herbert, Huddersfield, Bookseller Huddersfield Pet Feb 12 Ord Feb 12

Cropper, Henry Smith, Nottingham, Machine Builder Nottingham Pet Feb 13 Ord Feb 13

Dale, Frederick Henry, and **Alfred Andrew**, Manchester, Bakers Manchester Pet Jan 22 Ord Feb 11

Dinkelspiel, William, Queen Victoria st, Assurance Agent High Court Pet Jan 26 Ord Feb 12

Drake, F G, Campbell rd, Twickenham, Builder Brentford Pet Dec 3 Ord Jan 8

Evans, Richard, Llanidloes, Montgomery, Innkeeper Newtown Pet Feb 11 Ord Feb 11

Green, Arthur Thurston, Coleshill, Warwickshire, Grocer Birmingham Pet Feb 11 Ord Feb 11

Heggerty, William, Moorgate st, Solicitor High Court Pet Feb 13 Ord Feb 13

Hoare, John, Loddiges rd, South Hackney, Grocer High Court Pet Feb 11 Ord Feb 11

Horne, John, Powell rd, Hackney Downs, Cigar Merchant High Court Pet Nov 9 Ord Feb 8

Howgetts, Joshua, New Oscott, Warwickshire, late Licensed Victualler Birmingham Pet Feb 12 Ord Feb 12

Holl, John, Halton, Hastings, Draper Hastings Pet Jan 30 Ord Feb 11

Howell, Richard Harold, Leicester, Gas Fitter Leicester Pet Feb 10 Ord Feb 10

Jones, David, Dowlais, Glam, Innkeeper Merthyr Tydfil Pet Feb 11 Ord Feb 11

King, David Henry, Llanelly, Draper Carmarthen Pet Feb 12 Ord Feb 12

King, Isadore, Ludgate hill, Tailor High Court Pet Jan 25 Ord Feb 12

Kitton, Frederick, Ipswich, Baker Ipswich Pet Feb 12 Ord Feb 12

Lewis, David, Neath, Glam, Carpenter Neath Pet Feb 11 Ord Feb 11

Lindsay, Robert Cathcart, Poultry High Court Pet Dec 16 Ord Feb 11

Livermore, William Charles, Fordham, Cambs, Miller Cambridge Pet Dec 30 Ord Feb 6

Lonsdale, Alfred, Kingston upon Hull, Builder Kingston upon Hull Pet Feb 12 Ord Feb 12

Lovett, Edward, Skidmore st, Mile End, Master Plasterer High Court Pet Feb 13 Ord Feb 13

Lyon, Arthur, Tabernacle st, Finsbury, Engineer High Court Pet Feb 13 Ord Feb 13

Mends, Walter Spence, Swansea, Meat Salesman Swansea Pet Feb 11 Ord Feb 11

Meyer, Charles, and **Eda Meyer**, Swansea, Tobacconists Swansea Pet Feb 11 Ord Feb 11

Mills, John, Willenhall, Staffs, Ironfounder Wolverhampton Pet Feb 11 Ord Feb 12

Morris, Evan, Walsall, Baker Walsall Pet Feb 12 Ord Feb 12

New, John George, Birmingham, Machinist Birmingham Pet Feb 5 Ord Feb 12

Puddy, Albert, High Ham, Somerset, Grocer Yeovil Pet Jan 25 Ord Feb 11

Roberts, John, Llanfihangel, Glyn Myfyr, Denbighshire, Draper Wrexham Pet Jan 12 Ord Feb 13

Roberts, William, Much Wenlock, Salop, Innkeeper Madeley Pet Feb 12 Ord Feb 12

Rogers, John, Leicester, Tailor Leicester Pet Feb 10 Ord Feb 10

Sambridge, Thomas, Assembly passage, Mile End rd, Cab Proprietor High Court Pet Feb 13 Ord Feb 13

Smart, Frederick Francis, Sparkbrook, Birmingham, Shop Fitter's Manager Birmingham Pet Feb 13 Ord Feb 13

Smith, William Henry, Salisbury, House Decorator Salisbury Pet Feb 13 Ord Feb 13

Stephens, Augustus W, late Love lane High Court Pet Jan 23 Ord Feb 11

Thomas, William, Churchtown, Germoe, Cornwall Grocer Truro Pet Feb 13 Ord Feb 13

Thomson, Robert, Alconbury, Hunts, Proprietor of Agricultural Machines Peterborough Pet Feb 13 Ord Feb 13

Ward, William Thomas, Leeds, Fruiterer Leeds Pet Feb 11 Ord Feb 11

Westlake, John, Dawlish, Devon, Tailor Exeter Pet Feb 12 Ord Feb 12

Woods, Oliver Ernest, Shoreham, Sussex, Watchmaker Brighton Pet Feb 11 Ord Feb 11

The following amended notice is substituted for that published in the London Gazette, Feb. 5.

Wright, Robert Hopkni, Chesham, Bucks, Shoe Manufacturer Aylesbury Pet Jan 18 Ord Feb 1

FIRST MEETINGS.

Abbey, Robert, Stillington, Yorks, Market Gardener Feb 25 at 11.30 Off Rec, Yorks

Atwood, Alfred, Abercarn, Mon, Hatter Feb 24 at 12 Off Rec in Bankruptcy, Newport, Mon

Bailey, John Thomas, Kingston upon Hull, Draper's Agent Feb 24 at 11 Off Rec, Trinity house lane, Hull

Boxall, Arthur, Reading, Merchant's Clerk Feb 24 at 12 Queen's Hotel, Reading

Brown, Charles, Stoke upon Trent, Shoemaker Feb 24 at 10.15 Off Rec, Newcastle under Lyme

Brown, Walter, Oxford, Licensed Victualler Feb 24 at 11.30 1, St Aldate's, Oxford

Calvert, Edward Bennett, Crown Office row, Temple, Barrister at Law Feb 23 at 2.30 33, Carey st, Lincoln's inn

Carter, Herbert, Warminster, Wilts, Coal Merchant Feb 24 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol

Collins, Charles Herbert, Huddersfield, Bookseller Feb 26 at 3 Haigh & Son, Solicitors, 55, New st, Huddersfield

Cragg, Henry, Warrington, Joiner Mar 4 at 11.30 Court house, Upper Bank st, Warrington

Curteis, Thomas, Gateshead, Merchant Tailor Feb 24 at 11 Off Rec, Pink lane, Newcastle on Tyne

Davis, David, Liverpool, Toy Dealer Feb 25 at 3 Off Rec, 35, Victoria st, Liverpool

Dawes, Edgar, the younger, Rye, Sussex, Corn Merchant Feb 23 at 12 Off Rec, 4, Pavilion bldgs, Brighton

Dawson, John George, Wrekenton, co Durham, Grocer Feb 24 at 12 Off Rec, Pink lane, Newcastle on Tyne

Evans, Richard, Llanidloes, Montgomery, Innkeeper Feb 25 at 1 Off Rec, Llanidloes

Gales, William Henry, High st, Poplar, Engineer's Factor Feb 24 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Grafton, Francis Joseph, late of Harborne, Staffs, Commercial Traveller Mar 9 at 11 25, Colmore row, Birmingham

Grocutt, Edwin, Birmingham, Licensed Victualler Feb 25 at 3 25, Colmore row, Birmingham

Harrison, Albert William, Bournemouth, Lodging house Keeper Feb 24 at 12.30 Off Rec, Salisbury

Hastings, George Woodyatt, Gt Malvern, M.P. Feb 26 at 10.30 Off Rec, Worcester

Higgins, Francis William, Gloucester, Carver Feb 23 at 3 Off Rec, 15, King st, Gloucester

Hoare, William, Coatham, Yorks, Painter Feb 24 at 3 Off Rec, Middlesborough

Howell, Richard Harold, Leicester, Gas Fitter Feb 23 at 12.30 Off Rec, 34, Friar lane, Leicester

Jones, Moses, Caerhun, Carnarvonshire, Farm Bailiff March 3 at 11.30 Magistrate's Room, Bangor

Krevil, John Joyce, Wimbledon, Surrey, Hay Dealer Feb 23 at 11.30 24, Railway app, London bridge

Knight, Charles Henry, Middlesborough, Theatrical Property Maker Feb 24 at 3 Off Rec, Middlesborough

Leeson, Thomas, New Clee, Gt Grimsby, Tailor Feb 24 at 11 Off Rec, 15, Osborne st, Gt Grimsby

Lemmon, Harry, Brighton, Grocer Feb 24 at 12 Off Rec, 4, Pavilion bldgs, Brighton

Lewis, John Lort, Gt Pale, Kiffig, Carmarthenshire, Farmer Feb 27 at 11 Off Rec, 11, Quay st, Carmarthen

Linskill, Francis William, Leeds, Rag Merchant Feb 25 at 11 Off Rec, 22, Park row, Leeds

Livermore, William Charles, Fordham, Cambs, Miller Feb 23 at 11.30 Off Rec, 5, Petty Cury, Cambridge

Lodwick, Thomas, Britonferry, Glam, Labourer Feb 23 at 12 Off Rec, 97, Oxford st, Swansea

LOUTTIT, JOHN, Gateshead, Low Fell, Master Mariner Feb 24 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

MARSHALL, HENRY ROBERT, Reading, Optician Feb 25 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

MASTERS, GEORGE, Goswell rd, Carman Feb 24 at 1 33, Carey st, Lincoln's inn

MCCOY, MEDLAND CHARLES, late of Manchester, Shirt Manufacturer Feb 26 at 3 Ogden's chmbrs, Bridge st, Manchester

MENDHAM, G, East st, Walworth, Cheesemonger Feb 24 at 2.30 33, Carey st, Lincoln's inn

MERRIFIELD, CHARLES, Boscombe, Bournemouth, Builder Feb 23 at 12.30 Off Rec, Salisbury

MITCHELL, HENRY, Pelsall, Staffs, Licensed Victualler Feb 25 at 11.30 Off Rec, Walsall

MITCHELL, WILKINSON, Throgmorton avenue, Stock Dealer Feb 24 at 11 33, Carey st, Lincoln's inn

MYLAND, THADDEUS, Leeds, Commission Agent Feb 24 at 12 Off Rec, 22, Park row, Leeds

PARRY, EDWARD, Newmarket, Flints, Innkeeper Feb 25 at 3.20 Star Cocoa Rooms, Rhyl

PARRY, ROBERT, Carnarvon, Coal Dealer Feb 24 at 12 Off Rec, Chester

PITMAN, FREDERICK JAMES, Bath, Butcher Feb 24 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

PUDDY, ALBERT, High Ham, Somerset, Grocer Feb 25 at 3 Off Rec, Salisbury

REARDON, ELLEN, Newport, Mon, Innkeeper Feb 24 at 11 Off Rec in Bankrpty, Newport, Mon

ROBERTS, WILLIAM, Much Wenlock, Salop, Innkeeper Feb 26 at 12 County Court office, Madeley

ROGERS, JOHN, Leicester, Tailor Feb 24 at 12 Off Rec, 34, Friar lane, Leicester

SLATER, WILLIAM HENRY, Birmingham, Brassfounder Feb 26 at 11 25, Colmore row, Birmingham

SPRINGALL, WILLIAM JOSEPH, Hampton Wick, Licensed Victualler Feb 24 at 11.30 24, Railway app, London Bridge

STOCKS, EDWIN, and WALTER STOCKS, Baildon, Otley, Yorks, Silk Dyers Feb 24 at 11 Off Rec, 22, Park row, Leeds

SYMONDS, ALBERT, Murray st, Shepherdess walk, City rd, Boxmaker Feb 24 at 12 33, Carey st, Lincoln's inn

THORNTON, EDWIN, Leicester, Painter Feb 23 at 12 Off Rec, 34, Friar lane, Leicester

TIPTON, RICHARD, Endell st, Long Acre, Builder Feb 26 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

WESTLAKE, JOHN, Dawlish, Devon, Tailor Feb 25 at 10 Off Rec, 13, Bedford circus, Exeter

WHEELER, JAMES HENRY, Tower dock, Tower Hill, Coffee house Keeper Feb 25 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

WHITLOCK, THOMAS LEE, and BERNARD JACKSON, Drury lane, Distillers Feb 25 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

WRIGHT, ROBERT HOPHNI, Chesham, Bucks, Shoe Manufacturer Feb 23 at 12 25, Walton st, Aylesbury

ADJUDICATIONS.

ABBEY, ROBERT, Stillington, Yorks, Market Gardener York Pet Feb 12 Ord Feb 12

ATWOOD, ALFRED, Abercarne, Mon, Draper Newport, Mon Pet Feb 10 Ord Feb 11

AUSTIN, HENRY HAVELOCK, late of Leeds, Drysalter High Court Pet Dec 12 Ord Feb 13

BAILEY, JOHN THOMAS, Kingston upon Hull, Draper's Agent Kingston upon Hull Pet Jan 8 Ord Feb 12

BARR, JAMES, Nottingham, Coffee Tavern Proprietor Nottingham Pet Feb 13 Ord Feb 13

BARRETT, ALBERT, Gloucester, Carpenter Gloucester Pet Feb 13 Ord Feb 13

BLEASDALE, WILLIAM THOMPSON, Burnley, formerly Leather Merchant Burnley Pet Feb 11 Ord Feb 11

BRERETON, THOMAS, Hanley, Builder Hanley Pet Feb 1 Ord Feb 10

CHESEMAN, WALTER NIGHTINGALE, Abbey st, Bermondsey High Court Pet Dec 1 Ord Feb 13

CHRISTMAS, REES, late of Aberdare, Glam, Grocer Aberdare Pet Feb 1 Ord Feb 13

COLLINS, CHARLES HERBERT, Huddersfield, Bookseller Huddersfield Pet Feb 12 Ord Feb 12

COOK, ARTHUR, Blackburn, Plumber Blackburn Pet Jan 25 Ord Feb 12

HOWELL, RICHARD HAROLD, Leicester, Gas Fitter Leicester Pet Feb 10 Ord Feb 10

GENTRY, MARK, London wall, Builder High Court Pet Jan 16 Ord Feb 12

GREEN, ARTHUR THURSTON, Coleshill, Warwickshire, Grocer Birmingham Pet Feb 11 Ord Feb 12

HITCHINS, TOM P, Fenchurch st, Metal Broker High Court Pet Nov 9 Ord Feb 13

HOARE, JOHN, Loddiges rd, South Hackney, Grocer High Court Pet Feb 11 Ord Feb 11

HORNBY, GEOFFREY EDWARD, Hurstpierpoint, Sussex, Gent Brighton Pet Feb 8 Ord Feb 12

ILLINGWORTH, WILLIAM, Bradford, Draper Bradford Pet Jan 27 Ord Feb 13

JONES, DAVID, Dowlais, Glam, Innkeeper Merthyr Tydfil Pet Feb 11 Ord Feb 11

KEEBLE, WALTER, Ipswich, Milkseller Ipswich Pet Feb 5 Ord Feb 5

KING, DAVID HENRY, Llanelly, Draper Carmarthen Pet Feb 11 Ord Feb 12

KITTON, FREDERICK, Ipswich, Baker Ipswich Pet Feb 12 Ord Feb 12

LEWIS, DAVID, Neath, Glam, Carpenter Neath Pet Feb 11 Ord Feb 11

LOXSDALE, ALFRED, Kingston upon Hull, Builder Kingston upon Hull Pet Feb 12 Ord Feb 12

LOVETT, EDWARD, Skidmore st, Mile End, Master Plasterer High Court Pet Feb 13 Ord Feb 13

MENDS, WALTER SPENCE, Swansea, Meat Salesman Swansea Pet Feb 11 Ord Feb 11

MEYER, CHARLES, and EDA MEYER, Swansea, Tobacconists Swansea Pet Feb 11 Ord Feb 11

MILLS, JOHN, Willenhall, Staffs, Ironfounder Wolverhampton Pet Feb 10 Ord Feb 12

MORRIS, EVAN, Walsall, Baker Walsall Pet Feb 12 Ord Feb 13

PINKER, JOHN, Havant, Hants, Builder Portsmouth Pet Dec 7 Ord Jan 21

REARDON, ELLEN, Newport, Mon, Innkeeper Newport, Mon Pet Feb 6 Ord Feb 13

ROBERTS, WILLIAM, Much Wenlock, Salop, Innkeeper Madeley Pet Feb 12 Ord Feb 12

ROGERS, JOHN, Leicester, Tailor Leicester Pet Feb 10 Ord Feb 10

SAMBRIDGE, THOMAS, Assembly passage, Mile End rd, Cab Proprietor High Court Pet Feb 13 Ord Feb 13

SIMPKIN, EDWIN WELLINGTON, Birmingham, Draper Birmingham Pet Feb 4 Ord Feb 12

SMITH, NATHANIEL, West Harsley, Yorks, Farmer Northallerton Pet Nov 19 Pet Feb 11

SMITH, RICHARD COBDEN, Gainsborough, Hotel Keeper Lincoln Pet Jan 21 Ord Feb 11

SMITH, WILLIAM, Presteigne, Radnorshire, Block Manufacturer Leominster Pet Feb 4 Ord Feb 11

THOMAS, WILLIAM, Churchtown, Germoe, Cornwall, Grocer Truro Pet Feb 12 Ord Feb 13

THOMAS, WILLIAM GEORGE, West Cowes, I W, Builder Newport and Ryde Pet Jan 25 Ord Feb 11

TIPTON, RICHARD, Endell st, Long Acre, Builder High Court Pet Feb 6 Ord Feb 13

WARD, WILLIAM THOMAS, Leeds, Fruiterer Leeds Pet Feb 11 Ord Feb 11

WESTLAKE, JOHN, Dawlish, Devon, Tailor Exeter Pet Feb 12 Ord Feb 12

WOODS, OLIVER ERNEST, Shoreham, Sussex, Watchmaker Brighton Pet Feb 11 Ord Feb 11

The following amended notice is substituted for that published in the London Gazette, Feb 9:—

WRIGHT, ROBERT HOPHNI, Chesham, Bucks, Shoe Manufacturer Aylesbury Pet Jan 16 Ord Feb 5

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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SALES BY AUCTION FOR THE YEAR 1892.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their **SALES** of **LANDED ESTATES**, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the **AUCTION MART**, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, Feb. 23	Tuesday, May 10	Tuesday, July 26
Tuesday, Mar. 1	Tuesday, May 17	Tuesday, Aug. 2
Tuesday, Mar. 8	Tuesday, May 24	Tuesday, Aug. 9
Tuesday, Mar. 15	Tuesday, May 31	Tuesday, Aug. 16
Tuesday, Mar. 22	Tuesday, June 14	Tuesday, Aug. 23
Tuesday, Mar. 29	Tuesday, June 21	Tuesday, Oct. 4
Tuesday, April 5	Tuesday, June 28	Tuesday, Oct. 18
Tuesday, April 12	Tuesday, July 5	Tuesday, Nov. 1
Tuesday, April 26	Tuesday, July 12	Tuesday, Nov. 15
Tuesday, May 3	Tuesday, July 19	Tuesday, Dec. 6

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of **ESTATES** and **HOUSES** to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

SALES FOR THE YEAR 1892.

Telephone, No. 1,669.—Telegraphic address, "Akaber, London."

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the MART, Tokenhouse-yard, E.C., on the following FRIDAYS during the year 1892:—

Feb. 26	May 13	July 1	Sept. 30
March 11	May 20	July 8	Oct. 14
March 25	May 27	July 15	Oct. 28
April 8	June 10	July 22	Nov. 11
April 22	June 17	Aug. 19	Nov. 25
April 29	June 24	Sept. 16	Dec. 16
May 6			

Auctions can be held on other days besides those above specified.—No. 11, Queen Victoria-street, E.C.

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Important Wharf Property, on the Thames, with a river frontage of 68 ft., and an area of about 19,000 square feet.—With possession.

MESSRS. FULLER, HORSEY, SONS & CASSELL are instructed by the Executors of the late Robert Thornton, Esq., to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on FRIDAY, MARCH 25, at TWO precisely, in One Lot, a valuable and extensive COPYHOLD PROPERTY (equal to freehold), known as Albion Wharf, Holland-street, Blackfriars, situate adjacent to the Blackfriars Goods Station of the London, Chatham, and Dover Railway, and having a frontage to the Thames of about 68ft., a frontage to Holland-street of 61ft. by a depth of 272ft., and occupying a ground area of 19,000 square feet. The buildings, which are adapted to any manufacturing business, comprise a spacious ground-floor warehouse, 178ft. by 68ft. 6in., formerly used as an engineer's shop, four brick and corrugated iron stores, and dwelling-house with offices. The property is copyhold of the Manor of Old Paris-garden, Southwark, and there are no quit rents or fines on alienation or death, so that it is to all practical purposes freehold.

May be viewed by orders to be obtained of the Auctioneers, and particulars had of Messrs. Arkcoll & Cockell, Solicitors, 87, Tooley-street, S.E.; at the Mart; and of the Auctioneers, 11, Billiter-square, E.C.

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THE COUNTY COURT RULES, 1892.

These rules may be cited as the County Court Rules, 1892, or each rule may be cited as if it had been one of "The County Court Rules, 1889," and had been numbered therein by the number of the Order and Rule placed in the margin opposite each of these Rules.

An Order and Rule referred to by number in these Rules shall mean the Order and Rule so numbered in "The County Court Rules, 1889."

These Rules shall be read and construed as if they were contained in the County Court Rules, 1889. The forms in the Appendix shall be used as if they were contained in the Appendix to the County Court Rules, 1889, and when it is so expressed shall be used instead of the corresponding form contained in such last-mentioned Appendix. Forms 110, 153, and 154 in such Appendix are hereby annulled.

Where any Rule or form hereby annulled is referred to in any of the County Court Rules, 1889, or the Appendix thereto, the reference to such Rule or form shall be construed as referring to the Rule or form hereby prescribed to be used in lieu thereof.

ORDER II.—Officers.

Order II., Rule 10 is hereby annulled and the following Rule 10*a* shall stand in lieu thereof:

1. *Order II. Rule* 10*a*. *Searches and payment out of court.*] The registrar shall allow searches to be made, and shall pay out upon demand, in cash if required, the money to which suitors are entitled, on such proof of title thereto as is prescribed by Order IX., Rule 18, on three days at the least in each week, such days to be fixed by the registrar from time to time, with the approbation of the Judge, and to be printed or written on the plaint note. For the purpose, however, of enabling the registrar to furnish the list of balances in the ledgers according to the requirements of the Commissioners of Her Majesty's Treasury, no searches shall be made or money paid out of Court during one week in each year, provided that due notice of such week shall have been affixed in some conspicuous place in the office of the registrar a month beforehand.

2. *Order II. Rule* 21*a*. *Service when defendant has removed to a new address within the district.*] When the bailiff to whom a summons has been delivered for service shall ascertain that the defendant has removed from the address given on the summons to some other address within the district, it shall be his duty to effect service of the summons as if the actual address had been given on the summons, and to endorse the new address upon the copy retained by him.

Order II., Rule 23, is hereby annulled, and the following Rule 23*a* shall stand in lieu thereof:

3. *Order II. Rule* 23*a*. *Notice of non-service to be given. Form* 12*a*.] Where an ordinary summons or judgment summons required to be served in a home district has not been served, the high bailiff shall forthwith give notice to the plaintiff of the fact of such non-service according to the form in the Appendix.

4. *Order II. Rule* 25*a*. *Service by bailiff of foreign Court.*] Where a judgment summons is required to be served in a foreign district, the high bailiff of that district shall, three clear days at least before the return day, transmit the copy thereof to the registrar of the home Court duly indorsed and signed by the bailiff (who shall name the Court of which he is a bailiff), and also the summons itself when not served.

Order II., Rule 26, is hereby annulled, and the following Rule 26*a* shall stand in lieu thereof:

5. *Order II. Rule* 26*a*. *Where return of service to home Court is not made, foreign bailiff may be ordered to pay costs. Form* 175. *Form* 176.] Where the high bailiff of a foreign Court neglects to return to the registrar of the home Court the copy of an ordinary or a judgment summons as required by the two last preceding rules, the Judge of the home Court may, upon evidence of such summons having been posted to the high bailiff of the foreign Court, direct notice, according to the form in the Appendix, to be given to such high bailiff that the said Judge will on a day to be mentioned, unless such high bailiff show cause to the contrary, make an order directing such high bailiff to pay to the plaintiff such sum as the Judge may think reasonable, as compensation for any loss of time and expense which may have been caused to the plaintiff by such neglect, and if on the day mentioned the Judge shall make any order for payment by such high bailiff a memorandum of such order shall be made in the minute book, and the registrar of the home Court shall transmit to to the high bailiff of the foreign Court a notice thereof according to the form in the Appendix and if the high bailiff shall not remit to the registrar of the home Court the sum directed by the order to be paid, the registrar shall transmit to the treasurer of the foreign Court a copy of the notice, certifying thereon the neglect of the high bailiff to pay the money as required, and the treasurer shall deduct such sum from any payment he may thereafter make to the high bailiff.

ORDER III.—Parties.

Order III., Rules 13, 14, 15, and 16 are hereby annulled, and the following rules shall stand in lieu thereof:

Partners.

6. *Order III. Rule* 13*a*. *Co-partners may sue and be sued in the name of their firm*] Any two or more persons claiming or being liable as co-partners may sue or be sued in the name of the respective firms, if any, of which such persons were co-partners at the time of the accruing of the cause of action; and in any such case on application by any party to the action the registrar may order a statement of the names of the persons who were at the time of the accruing of the cause of action co-partners in any such firm, to be furnished in such manner, and verified on oath or otherwise, as the registrar may direct.

7. *Order III. Rule* 14*a*. *Application for names of firm in an action by a firm.*] Where an action is brought by partners in the name of their firm the plaintiffs or their solicitors shall, on demand made in writing by or on behalf of any defendant, forthwith send by post to the defendant so applying and to the registrar the names and places of residence of all the persons constituting the firm on whose behalf the action is brought. And if the plaintiffs or their solicitors shall fail to comply with such demand, all proceedings in the action may, upon an application for that purpose, be stayed upon such terms as the Judge may direct, or the Judge at the trial may adjourn the hearing on such terms as he may think fit. And when the names of the partners are so declared, the action shall proceed in the same manner and the same consequences in all respects shall follow as if they had been named as the plaintiffs in the summons. But all the proceedings shall, nevertheless, continue in the name of the firm.

8. *Order III. Rule* 16*a*. *Where business is carried on by one person.*] Any person carrying on business in a name or style other than his own name may be sued in such a name or style as if it were a firm name, and so far as the nature of the case will permit, all the provisions of these rules relating to proceedings against firms shall apply.

ORDER V.—Commencement of Action.

Order V., Rules 4 and 9, are hereby annulled, and the following Rules shall stand in lieu thereof:

9. *Order V. Rule* 4*a*. *Entry of plaint.*] No plaint shall be entered without the party desiring to enter the same filing a præcipe for that purpose, such præcipe shall contain (*a*) the Christian name and surname, description, and residence or place of business of the plaintiff, (*b*) the surname, and, subject to the provisions of Rule 9*a* of this Order, the residence or place of business of the defendant, and (where known) his Christian name and description, the number of his house or place of business, and the name of the street in which it is situate, (*c*) where the defendant's Christian name is not known, a statement whether the defendant is a male or a female, and whether, if a female, she is married or single, (*d*) a short statement of the cause of action, or remedy or relief sought, and the amount of the debt or damages claimed: Provided that where the intended plaintiff is illiterate and unable to furnish the required information in writing, such præcipe shall be filled up by the registrar's clerk. If the plaint be entered by a solicitor, he shall state in such præcipe his name and place of business.

10. *Order V. Rule* 9*a*. *Leave under* 51 & 52 *Vict. c.* 43 *s.* 74. *Form* 14*a*.] Where leave to enter a plaint under section 74 of the Act is required, an application shall be made upon the affidavit of the plaintiff, or of some person on his behalf who has knowledge of the facts, according to the form in the Appendix. The affidavit shall be lodged with the registrar together with a copy of the same for each defendant. The Judge or registrar shall duly consider the facts disclosed by the affidavit, and exercise his discretion in each case as to the grant or refusal of leave in accordance with the circumstances; and where the plaintiff is the assignee of a debt, shall in particular consider whether the proposed place of trial is less convenient to the defendant than it would have been had the debt not been assigned, and if he shall be of opinion that it will, shall refuse leave. Every order granting leave under this rule shall be signed by the registrar in his own handwriting at the foot of the affidavit. The summons may be issued, although the plaintiff cannot give the present place of residence or of business of the defendant; but in that case the defendant shall be served personally, wherever in England or Wales he may be met with.

ORDER VI.—Particulars and Statement of Claim.

Order VI., Rules 1 and 10 are hereby annulled, and the following Rules shall stand in lieu thereof:

11. *Order VI. Rule* 1*a*. *Particulars to be filed.*] Subject to the provisions of these Rules, the plaintiff shall at the time of the entry of the plaint in every action file particulars of his claim or demand, in which he shall specify the cause of action in respect of which the action is brought, as well as the pecuniary or other claim which he seeks to establish; but this Rule shall not apply where the action is brought by ordinary summons for debt or damages only, and the same do not exceed forty shillings. Where the claim or demand exceeds fifty pounds, and the plaintiff desires to abandon the excess, the abandonment of the excess shall be entered at the end of the particulars.

12. *Order VI. Rule* 10*a*. *Signature to particulars by solicitor or clerk.*] Where a plaintiff sues by solicitor the particulars must be signed by the solicitor in his own name or that of his firm, and he shall state thereon his place of business and where he will accept service of proceedings in the action or matter on behalf of the plaintiff, otherwise the costs of entering the plaint by solicitor shall not be allowed. Provided that the clerk of a solicitor, if duly authorised, may sign the particulars on behalf of, and in the name of, his master.

ORDER VII.—Plaint Note and Summons.

Order VII., Rules 3, 9, 12, 13, 25, 31, and 33, are hereby annulled, and the following Rules shall stand in lieu thereof, and Rule 28 is hereby annulled:

13. *Order VII. Rule* 3*a*. *Where issued by leave.* 51 & 52 *Vict. c.* 43 *s.* 74. *Form* 14*a*.] Where leave is granted under the provisions of section 74 of the Act to issue either an ordinary or a default summons for service out

of the district, the copy affidavit mentioned in Order 5, Rule 9*a*, with a copy thereon of the order granting leave, shall be annexed to the summons and served therewith.

14. *Order VII. Rule 9a. Mode of service of an ordinary summons.*] Service of an ordinary summons may be effected by delivering the same to the defendant personally, or to some person, apparently not less than 16 years old, at the house or place of dwelling, or place of business, of the defendant, or by service in the manner prescribed by Rules 9*c* to 24 (both inclusive) of this order, or under an order for substituted service as prescribed by Order LI., Rule 6. Provided that a "place of business" for the purposes of this rule shall not be deemed to be the place of business of the defendant unless he shall be the master or one of the masters thereof

15. *Order VII. Rule 9b. Where summons left with person not less than 16 years old.*] Where pursuant to the last preceding rule service of an ordinary summons has been effected by delivery to some person apparently not less than 16 years old at the house or place of dwelling or place of business of the defendant, and the defendant does not appear, in person or by his solicitor or agent, on the return-day, the action shall not proceed if the Court is satisfied, on the evidence before it, that the service of such summons did not come to the knowledge of the defendant before the return-day. The Court may in such case, or if in doubt, either adjourn the action for hearing on a future day or may strike it out, or order a successive summons to issue as to it may seem just.

16. *Order VII. Rule 9c. Service on solicitor.*] Where a solicitor represents to the bailiff that he is authorised to accept service on behalf of a defendant, it shall be sufficient service to deliver the summons to such solicitor, provided that such solicitor shall, at the time of such delivery, endorse upon the copy of the summons retained by the bailiff a memorandum that he accepts service thereof on behalf of the defendant.

17. *Order VII. Rule 12a. Service on partners.*] Where persons are sued as partners in the name of their firm, the summons shall be served either upon any one or more of the partners, or at the principal place of the partnership business in England or Wales upon any person having or appearing to have at the time of service the control or management of the business there, and, subject to these rules, such service shall be deemed good service on the firm so sued: provided that in the case of a co-partnership which has been dissolved to the knowledge of the plaintiff before the commencement of the action, the summons shall be served upon every person sought to be made liable.

18. *Order VII. Rule 13a. Service where person carries on business in name or style of a firm.*] Where one person carrying on business in a name or style other than his own name is sued in such name or style as if it were a firm name, the summons may be served at the principal place of business of such person, in England or Wales, upon any person having or appearing to have at the time of service the control or management of the business there; and such service, if sufficient in other respects, shall be deemed good service on the person so sued.

19. *Order VII. Rule 31a. Where service made otherwise than by bailiff. Form 21. Form 22.*] Where a default summons has been served otherwise than by a bailiff, or where an order for leave to proceed as if personal service had been effected has been made the plaintiff shall, at or before the time of entering up judgment, transmit or deliver for filing to the registrar of the Court issuing such summons a copy thereof, together with an affidavit of the service thereof according to the form in the Appendix or the original order for leave to proceed as if personal service had been effected, as the case may be. Provided that this rule shall not apply if the defendant has given notice of defence or of admission of the debt.

20. *Order VII. Rule 33a. Limitation of time for signing judgment on default summons.*] Where after service of a default summons has been effected on any defendant, no notice of intention to defend has been given by him, or leave to defend has not been obtained, and two months shall have expired from the date of service, judgment shall not be entered against such defendant.

ORDER IX.—Discontinuance, Confession, Admission and Payment into or out of Court.

21. *Order IX. Rule 22. Orders as to moneys in Court or invested under last rule.*] When any moneys have been paid into Court or invested pursuant to the order of the Judge under the last preceding rule, it shall not be necessary that applications in regard to them shall be made by petition. Any person interested may apply in person to the Judge or registrar, and he, on such evidence of right and identity as he may think necessary, may make such order as he may deem to be just.

ORDER X.—Special Defences.

Order X., R. 18, is hereby annulled, and the following Rule 18*a* shall stand in lieu thereof, and Rules 23 and 24 are hereby annulled:

22. *Order X. Rule 18a Statutory defence.*] When in any action the defendant relies upon any statutory defence or any defence of which he is required by any statute to give notice, he shall in his statement set forth the year, chapter, and section of the statute, or the short title thereof, and the particular matter upon which he relies.

ORDER XII.—Interlocutory and Interim Orders and Proceedings.

Order XII., R. 11, is hereby annulled, and the following Rule shall stand in lieu thereof:

23. *Order XII. Rule 11a. Practice on interlocutory applications.*] Where by any statute or by these rules any interlocutory application is expressly or by reasonable intendment directed to be made to the Judge, or to the Judge or registrar, or to the registrar, then, subject to the provisions of the particular statute or of the particular rule applicable thereto, and so far as the same shall not be inconsistent therewith, the following provisions shall apply:—

(1.) The application may be made ex parte and either in or out of Court;

(2.) No affidavit in support shall be necessary, but the Judge or registrar, as the case may be, may, if he shall think fit, adjourn the hearing of the application and order affidavits in support to be filed;

(3.) The Judge or registrar upon the hearing or adjourned hearing of the application may make an order absolute in the first instance, or to be absolute at any time to be ordered by him, unless cause be shown to the contrary, or may make such other order or give such directions as may be just;

(4.) The allowance of the costs of and incident to the application shall be in the discretion of the Judge or registrar. No such costs shall be allowed on taxation without special order;

(5.) The taxation of costs, when allowed, shall not take place until the general taxation of the costs of the action or matter in which the application is made, or the action or matter is determined, unless the Judge or registrar on the hearing of the application shall for good cause otherwise order;

(6.) When an earlier taxation is ordered, the word "recovered," wherever it occurs in the scales, shall be deemed for the purposes of taxation, to mean "claimed," and Column B. shall apply to all cases exceeding twenty pounds to the exclusion of Column C.;

When the application may under the particular statute or rule be and is made to the registrar the following additional provisions shall apply:—

(7.) The registrar may, if in doubt as to the proper order to be made, refer the matter to the Judge forthwith or at the next Court day or at the trial;

(8.) The Judge may vary or rescind any order made by the registrar, and may make such order as may be just, and if necessary adjourn the trial.

ORDER XIX.—Affidavits.

Order XIX. Rule 2a. Sources of knowledge to be stated.] Order XIX., Rule 2, is hereby annulled, and the following Rule shall stand in lieu thereof:

24. All affidavits, other than those for which forms are given in the Appendix, shall state the deponent's occupation, quality, and place of residence, and also what facts or circumstances deposed to are within the deponent's own knowledge, and his means of knowledge, and what facts or circumstances deposed to are known to, or believed by him by reason of information derived from other sources than his own knowledge, and what such sources are.

ORDER XXIII.—Judgments and Orders.

Order XXIII., Rules 6, 8, and 9, are hereby annulled, and the following Rules shall stand in lieu thereof:

25. *Order XXIII. Rule 6a. Order on a default summons not to be served.*] Where judgment is entered up against a party served with a default summons no order shall be drawn up or served unless the judgment is for payment by instalments.

26. *Order XXIII. Rule 8a. Order for payment 51 & 52 Vict. c. 43. s. 105.*] All moneys payable under ordinary judgments shall be paid within fourteen days from the date of the judgment unless the Court at the time of giving judgment otherwise orders. Where judgment is given for payment by instalments, such instalments shall be payable at such periods as the order shall direct; and if no period be mentioned, the first shall become due on the twenty-eighth day from the day of making the order, and every successive instalment shall become due at a like period of twenty-eight days from the day of the previous instalments becoming due; and such instalments shall be paid into Court in accordance with section one hundred and five of the Act.

27. *Rule 9a. Notice of payments into Court. Form 38A.*] The registrar shall give notice to the plaintiff by post, according to the form in the Appendix, of every payment made into Court, whether by instalments or otherwise, or whether in pursuance of an order or not, where the payment exceeds ten shillings.

ORDER XXV.—Enforcement of Judgments and Orders.

Order XXV., R. 3 is hereby annulled and the following Rule 3*a* shall stand in lieu thereof:

28. *Order XXV. Rule 3a. Where difficulty arises in execution.*] In case of any judgment or order other than for the recovery or payment of money, if any difficulty shall arise in or about the execution or enforcement thereof, any party interested may apply to the Judge or registrar, and the Judge or registrar may make such order thereon for the attendance and examination of any party or otherwise as may be just.

29. *Order XXV. Rule 8a. Applications for charging order against interest of partner. 53 & 54 Vict. c. 39. s. 23.*] Applications under section 23 of the Partnership Act, 1890, by a judgment creditor of a partner for an order charging his interest in the partnership property and profits, and for such other orders as are thereby authorised to be made shall be made to the Judge or registrar on notice. Such notice shall be served in the case of a partnership other than a cost book company on the judgment debtor and on his partners, or such of them as are in England or Wales, or in the case of a cost book company on the judgment debtor and the purser of the company; and such service shall be good service on all the partners or on the cost book company as the case may be, and all orders made on such application shall be similarly served.

30. *Order XXV. Rule 8b. Applications by partners under 53 & 54 Vict. c. 39. s. 23.*] Every application which shall be made by any partner of the judgment debtor under section 23 of the Partnership Act, 1890, shall be made to the Judge or registrar on notice. Such notice shall be served in the case of a partnership other than a cost book company on the judgment creditor and on the judgment debtor, and on such of the other partners as shall not concur in the application and as shall be in England or Wales, or in the case of a cost book company on the judgment creditor and on the judgment debtor and on the purser of the company, and such service shall be good service on all the partners or on the cost book company as the case may be, and all orders made on such application shall be similarly served.

Order XXV., Rules 9 and 10, are hereby annulled, and the following Rules 9*a* and 10*a* shall stand in lieu thereof:

31. *Order XXV., Rule 9a. When leave required for issue of execution. Form* 115A, 115B, 228.] In the following cases, viz.:—

(1.) Where any change has taken place after judgment by death, assignment, or otherwise, in the parties entitled to take proceedings to enforce the judgment or order, or in the parties liable to such proceedings;

(2.) Where a husband is entitled or liable to proceedings upon a judgment or order for or against a wife;

(3.) Where a party is entitled to execution against any of the shareholders of a joint stock company upon a judgment recorded against such company, or against a public officer or other person representing such company;

the party alleging himself to be entitled to enforce the judgment or order may apply on affidavit to the Judge or registrar for leave to issue the necessary process accordingly. And such Judge or registrar may, if satisfied that the party so applying is entitled to issue such process make an order to that effect, or may order that any issue or question necessary to determine the rights of the parties shall be tried in any of the ways in which any question in an action may be tried. And in either case such Judge or registrar may impose such terms as to costs or otherwise as shall be just.

32. *Order XXV. Rule 10a. Service of order.*] Any order made under the last preceding Rule ex parte shall be drawn up and served by post or otherwise on the persons to be affected thereby, and proceedings thereon shall not issue until six clear days at least after the service of the order.

33. *Order XXV. Rule 12a. Application for private sale. 46 & 47 Vict. c. 52. s. 145. 53 & 54 Vict. c. 71. s. 12. Form* 169A.] (1.) Every application under section 145 of the Bankruptcy Act, 1883, and section 12 of the Bankruptcy Act, 1890, for an order that a sale under an execution may be made otherwise than by public auction shall be made to the Judge or registrar on notice in writing in the form in the Appendix, stating shortly the grounds of the application.

(2.) *High bailiff to deliver list of executions to applicant.*] The high bailiff shall on the demand of any applicant desirous of making such application as aforesaid deliver to him a written list of the names and addresses of every person at whose instance any warrant or writ of execution against the goods of the debtor has been lodged with him.

(3.) *Service of notice of application.*] The notice shall be served four clear days at least before the day appointed for the hearing of the application on the high bailiff and on every person named in such list as aforesaid other than the applicant.

(4.) *High bailiff's list to be produced.*] On the hearing of the application the applicant shall produce such list as aforesaid to the Judge or registrar.

(5.) *Persons who may appear on application.*] Every person upon whom the notice is served may attend the hearing and be heard in opposition to or in support of the application, and the Judge or registrar may on the hearing direct that all or any part of the costs may be borne by any of the persons attending or otherwise as may be just.

34. *Order XXV. Rule 12b. Costs of warrants.*] Costs of warrants, whether executed or unexecuted or unproductive, shall be allowed against the defendant, unless the Judge shall otherwise direct.

35. *Order XXV. Rule 12c. Possession fees.*] No possession fee shall be payable where an execution is paid out at the time of the levy; but if the bailiff shall necessarily remain in possession more than half an hour, and the execution shall be paid out on the day of levy, the possession fee for that day shall be charged.

36. *Order XXV. Rule 12d. Appraisement.*] No appraisement is to be made until the fifth day of the bailiff's holding possession of the goods under an execution, unless the goods are of a perishable nature, or are sold at the request of the party before the expiration of four days, or are removed.

Order XXV., Rule 14, is hereby annulled, and the following Rule 14*a* shall stand in lieu thereof:

37. *Order XXV. Rule 14a. Application for leave for a judgment summons to issue out of the district. Form 52a. 51 & 52 Vict. c. 43. s. 84.*] Where a debtor does not dwell or carry on business and is not employed within the district of the Court in which the judgment was obtained, the summons shall not be issued from that Court without the leave of the Judge. The application for leave shall be made upon affidavit according to the form in the Appendix, and leave shall not be granted unless the Judge is satisfied that the evidence afforded by such affidavit if uncontradicted would justify the making of an order of commitment against the debtor. If the leave be granted a copy of the affidavit shall be lodged with the registrar and annexed to the judgment summons and served therewith. The districts of the Courts referred to in section eighty-four of the Act shall be deemed to be one district, so far as relates to the issuing of judgment summonses.

Order XXV., Rules 20 and 32, are hereby annulled, and the following Rules 20*a* and 32*a* shall stand in lieu thereof:

38. *Order XXV. Rule 20a. Successive judgment summons. Form 52b.*] Where a judgment summons has not been served in due time by a bailiff, a successive summons may be issued without fee at any time within three months; but if such successive summons is not served in due time, no further successive summons shall be allowed, but a fresh summons may be issued on payment of the fee. Any successive or subsequent judgment summons may be served by such person as the Judge or registrar may direct. If not served by bailiff, an affidavit of service in the form in the Appendix by the person who actually effected service must be lodged with the registrar before the return day.

39. *Order XXV. Rule 32a. Certificate that an order of administration has been made. 46 & 47 Vict. c. 52. s. 122. Form 59.*] For the purpose of the three last preceding rules the registrar of the Court in which an order for the administration of a debtor's estate has been made under the provisions of section one hundred and twenty-two of the Bankruptcy Act, 1883, shall, upon the application of the debtor, issue to him a certificate according to the form in the Appendix.

40. *Order XXV. Rule 38a. No costs to solicitors on judgment summonses.*] No costs shall be allowed to a solicitor for attending at the hearing of a judgment summons, unless the party for whom he appears resides out of the district of the Court at which the summons is heard, and the Judge shall think fit to allow the same.

41. *Order XXV. Rule 38b. Where no costs are to be allowed on a judgment summons.*] Where on the hearing of a judgment summons the Judge in lieu of making an order of commitment shall make a fresh order for payment by instalments, no costs for fees or witnesses shall be allowed to a judgment creditor, unless the Judge shall be satisfied that the debtor has made default and has had since the date of the original judgment the means to pay the sum in respect of which he has made default, and a minute thereof is entered in Book H.

Order XXV., Rules 40, 41, and 42, are hereby annulled, and the following Rules 40*a*, 40*b*, 41*a*, 42*a*, and 42*b* shall stand in lieu thereof:

42. *Order XXV. Rule 40a. Orders enforcible by attachment. 36 & 37 Vict. c. 66. s. 89. Form 296.*] Orders in the nature of an injunction, and all orders, interlocutory or otherwise, within the competence of the Court, which if the same were made in an action or matter pending in the High Court, could, in such court, be enforced by attachment of the person or committal, may be enforced by order of the Judge by warrant of attachment, which shall be according to the form in the Appendix.

43. *Order XXV. Rule 40b. Endorsement and service of order. Form* 292A.] Before any application shall be made for the issue of a warrant of attachment, a sealed copy of the order sought to be so enforced, endorsed with a notice in the form in the Appendix, shall be served upon the person to be bound thereby. The copy so endorsed shall be issued by the registrar for service on the application of the party entitled to the benefit of the order. By leave of the registrar it may be issued to and served by the applicant's solicitor, but in default of such leave it shall be issued to and served by bailiff. Service shall in all cases be personal unless the Judge for good cause shall make an order for substituted service pursuant to Order LI., Rule 6.

44. *Order XXV. Rule 41a. Failure to obey order after service of copy thereof. Form 293.*] If the person bound by the order fails to obey it, the registrar, on the application of the party entitled to the benefit of it, shall, not less than three days after service of the copy endorsed as provided by Rule 40*b*, issue for service a notice under the seal of the Court requiring the person who has failed to obey the order to appear at a Court to be held on a day to be named in such notice to show cause why he should not be committed for his contempt in neglecting to obey such order. The notice shall be issued for service and served in the same manner and under the same conditions as the endorsed copy mentioned in Rule 40*b*. By leave of the Judge the notice may be issued and served at an earlier period than as above prescribed.

45. *Order XXV. Rule 42a. Order of Judge for attachment. Forms* 294A, 296.] On the day named in the notice mentioned in the last preceding Rule, the Judge, on proof of service of the copy order duly endorsed as provided by Rule 40*b*, and of the above notice, as provided by Rule 41*a* of this order, and of the disobedience of the person in default, may order a warrant of attachment to issue, either unconditionally or on such terms as shall be just, and may make such order as to costs as he may think fit. Provided that if the party in default appear either in person, or by his solicitor or agent, proof of service of the copy order and notice shall not be necessary, unless the Judge shall otherwise order.

46. *Order XXV. Rule 42b. Order to be drawn up and copy served.*] The order of the Judge authorising the issue of the warrant shall be drawn up and a sealed copy thereof shall be served on the person in default either before or at the time of the execution of the warrant, unless the Judge shall otherwise order.

Discovery in Aid of Execution.

47. *Order XXV. Rule 52. Examination of the debtor when judgment, &c., for recovery of money.*] When a judgment or order is for the recovery or payment of money, the party entitled to enforce it may apply to the Judge or registrar for an order that the debtor liable under such judgment or order, or in the case of a corporation, that any officer thereof, be orally examined, as to whether any or what debts are owing to the debtor, and whether the debtor has any and what other property or means of satisfying the judgment or order before the Judge or registrar as the Judge or registrar shall appoint; and the Judge or registrar may make an order for the attendance and the examination of such debtor, or of any other person, and for the production of any books or documents.

ORDER XXVI.—ATTACHMENT OF DEBTS.

Order XXVI. is hereby annulled, and the following order shall stand in lieu thereof:

ORDER XXVIA.—ATTACHMENT OF DEBTS.

48. *Order XXVIA. Rule* 1. *Proceedings against garnishee. Form* 155A. 51 & 52 *Vict. c.* 43. *s.* 74.] Any person who has obtained a judgment or order for the recovery or payment of money, may either before or after any oral examination of the debtor liable under such judgment or order, upon lodging with the registrar of the Court in which the judgment or order was given or made an affidavit by himself or his solicitor stating that judgment has been recovered, or the order made, and that it is still unsatisfied, and to what amount, and that any other person (hereinafter called the garnishee) is indebted to such debtor, and is in respect of such debt within the jurisdiction of the Court, and could be sued therein with or without leave under section seventy-four of the Act, enter a plaint to obtain payment to him of the amount of the debt due to the said debtor from the garnishee, or so much thereof as may be sufficient to satisfy the said judgment or order, and thereupon a summons in the form in the Appendix calling upon the garnishee to show cause why he should not pay to the person who has obtained such judgment or order the debt due from him to such debtor, or so much thereof as may be sufficient to satisfy the judgment or order, shall be issued by the registrar to the high bailiff for service.

49. *Rule* 2. *When garnishee not within jurisdiction. Form* 49. *Form* 155A. *Form* 156A.] Where the garnishee is not in respect of such debt within the jurisdiction of the Court in which the judgment or order was obtained the person who has obtained such judgment or order upon lodging with the registrar of the Court in the district of which the garnishee resides or carries on business a certificate of the judgment or order and also an affidavit similar to that prescribed by the last preceding Rule may enter a plaint against the garnishee in such last-mentioned Court, and thereupon a summons shall be issued and all proceedings shall be had and taken thereon as if the judgment or order had been obtained in such Court.

50. *Rule* 3. *Service of garnishee summons.*] The summons shall be personally served on the garnishee, and when so served it shall bind in the hands of the garnishee all debts due, owing, or accruing from him to the debtor liable under the judgment or order,

51. *Rule* 4. *Service on a firm or company.*] Where the garnishee is a firm or is a company or other corporation the summons need not be served personally, but it may be served as provided by Order VII., with respect to the service of an ordinary summons.

52. *Rule* 5. *No costs where garnishee pays.*] Where the garnishee shall pay into Court five clear days before the return-day the amount due from him to the debtor liable under the judgment or order, or an amount equal to the judgment or order, he shall not be liable for any costs incurred by the person who obtained the judgment or order.

53. *Rule* 6. *Notice of payment to be given. Form* 38A.] The registrar shall forthwith give notice of the payment into Court to the person who has obtained the judgment or order, and if such person elects to accept the money so paid into Court by the garnishee, and shall send to the registrar and to the garnishee by prepaid post or leave with the registrar a written notice stating such acceptance, within forty-eight hours after receipt of the notice of payment into Court, all further proceedings against the garnishee shall abate, and the registrar shall pay the money so paid into Court to the person who obtained the judgment or order in discharge or part discharge of the debt due to such person, and of the costs of issuing the garnishee summons.

54. *Rule* 7. *Order on return day. Form* 157*a*. *Form* 158.] If the garnishee does not before the return-day of the summons pay into Court the amount due from him to the debtor liable under the judgment or order, or an amount equal to the judgment or order, and does not on the return-day dispute the debt due or claimed to be due from him to such debtor, or if he does not appear on the return-day either in person or by some person duly authorised on his behalf, then the Judge may give judgment for the plaintiff, and may order execution to issue to levy the amount due from the garnishee, or so much thereof as may be sufficient to satisfy the judgment or order.

55. *Rule* 8. *Order when payment into Court disputed. Form* 157A.] Upon the return-day, should the amount paid into Court under Rule 5 of this order be not accepted, the Judge shall determine as to the liability of the garnishee to pay any further sum on account of the debt claimed to be due from him to the debtor, and as to the party by whom the costs of the proceeding by plaint shall be paid, and make such order as may be in accordance with such determination.

56. *Rule* 9. *Liability disputed.*] If the garnishee appears on the return-day and disputes his liability the Judge may instead of giving judgment order that any issue or question necessary for determining his liability be tried or determined in any manner in which any issue or question in an action may be tried or determined.

57. *Rule* 10. *Certificate of Court in which garnishee sued. Form* 49.] Where the Court in which the garnishee is sued is not the Court in which the judgment or order upon which he is garnished was given or made, the registrar of such first-mentioned Court shall send forthwith a certificate of the order of his Court to the Court in which such judgment or order was given or made, and shall also send notice from time to time of any payment made on, before, or after the return day.

58. *Rule* 11. *Where debt is stated to belong to a third person, or there is a lien thereon.*] Whenever in proceedings to obtain an attachment of debts it is suggested by the garnishee that the debt sought to be attached belongs to some third person, or that any third person has a lien or charge upon it, the Judge may order such third person to appear, and state the nature and particulars of his claim upon such debt. After hearing the allegations of such third person and of any other person whom the Judge, by the same or any subsequent order may order to appear, or in case of such third person not appearing when ordered, the Judge may decide in favour of the person who obtained the judgment or order, or may order any issue or question to be tried or determined between the third person and the person who obtained the judgment or order, and may bar the claim of such third person or make such other order as such Judge shall think fit, upon such terms, in all cases, with respect to the lien or charge (if any) of such third person, and to costs, as the Judge shall think just and reasonable.

59. *Rule* 12. *Discharge of garnishee.*] Payment made by or execution levied upon the garnishee under any such proceeding as aforesaid shall be a valid discharge to him as against the debtor, liable under a judgment or order, to the amount paid or levied, although such proceeding may be set aside, or the judgment or order reversed.

60. *Rule* 13. *Costs.*] The costs of any application for an attachment of debts, and of any proceedings arising from or incidental to such application, shall be in the discretion of the Judge.

61. *Rule* 14. *Judge may refuse to interfere.*] In proceedings to obtain an attachment of debts, the Judge may, in his discretion, refuse to interfere, where, from the smallness of the amount to be recovered, or of the debt sought to be attached, or otherwise, the remedy sought would be worthless or vexatious.

ORDER XXVII.—INTERPLEADER.

Order XXVII., Rules 4 and 12, are hereby annulled, and the following rules shall stand in lieu thereof:

62. *Order XXVII. Rule* 4*a*. *Claimant to lodge two copies of particulars and grounds of claim. Forms* 180, 181.] The claimant shall, five clear days at least before the return-day, deliver to the high bailiff, or leave at the office of the registrar, two copies of the particulars of any goods or chattels alleged to be the property of the claimant, and of the grounds of his claim, and in case of a claim for rent of the amount thereof, and for what period, and in respect of what premises the same is claimed to be due; and the name, address, and description of the claimant shall be fully set forth in such particulars, and the high bailiff shall forthwith send by post to the execution creditor or his solicitor one of the copies of such particulars. any money paid into Court under the execution shall be retained by the registrar until the claim shall have been adjudicated upon: Provided that by consent of all parties, or without such consent if the Judge shall so direct, an interpleader claim may be tried, although this rule has not been complied with.

63. *Rule* 12*a*. *Judge may direct sale of goods claimed under a bill of sale, &c.*] When goods or chattels have been seized in execution under process of the Court, and any claimant alleges that he is entitled under a bill of sale or otherwise to such goods or chattels, by way of security for debt, the Judge may order a sale of the whole or part thereof, and may direct the application of the proceeds of such sale in such manner and upon such terms as may be just. A duplicate of such order shall be delivered by the registrar to the high bailiff, who shall thereupon forthwith sell the goods or chattels pursuant to the order, and after deducting the expenses of the sale and the taxes and rent, if any, directed by the order to be paid, shall pay the balance of the proceeds into Court, and such balance shall thereupon be applied by the registrar in accordance with the directions contained in the order of the Court.

ORDER XXXI.—NEW TRIAL.

Order XXXI., Rule 1, is hereby annulled, and the following Rule shall stand in lieu thereof:

64. *Order XXXI. Rule* 1*a*. *Applications for new trial.*] An application for a new trial, or to set aside proceedings, may be made and determined on the day of trial, if both parties be present, or such application may be made at the first Court holden next after the expiration of twelve clear days from such day of trial; provided that the intending applicant, seven clear days before the holding of such Court, delivers to the registrar at his office, and also gives to the opposite party by serving the same personally on such party, or by leaving the same at his place of abode or place of business, a notice in writing, signed by himself or his solicitor, stating that such an application is intended to be made at such Court, and setting forth shortly the grounds of such intended application; but such notice shall not operate as a stay of proceedings unless the Judge shall otherwise order; and if any money paid into Court under any execution or order in the action shall not have been paid out at the time such notice in writing shall have been given to the registrar, the registrar shall retain the same to abide the event of such application, or until the Judge shall otherwise order; and if no such application be made, the money shall, if required, be paid over to the party in whose favour the order was made, unless the Judge shall otherwise order; and if such notice be not given in manner aforesaid, or such application be not made at the Court mentioned in the notice, no application for a new trial or to set aside proceedings shall be subsequently made, unless by leave of the Judge, and on such terms as he shall think fit; provided that this rule shall not apply to cases falling within the provision of section ninety-one of the Act.

ORDER XXXV —SUMMARY PROCEDURE ON BILLS OF EXCHANGE ACT, 1855.

65. *Order XXXV. Rule* 4. *Particulars of claim. Form* 17B.] Particulars of demand shall be filed on the entry of all plaints under the said Bills of Exchange Act, and shall be in the form in the Schedule *mutatis mutandis*.

ORDER XXXIX.—ADMIRALTY ACTIONS.

Order XXXIX. is hereby annulled, and the following order shall stand in lieu thereof:

ORDER XXXIXB.—ADMIRALTY ACTIONS.

Sittings of the Court.

66. *Rule* 1. *Where action may be tried.*] The Judge may try or partly

try the action at any place within the Admiralty district of the Court.

67. *Rule* 2. *Undertaking for expenses. Form* 318.] Where application is made to the Judge for the trial or part trial of an Admiralty action at a place in which a Court is not holden, the party making the application shall file a præcipe undertaking to provide at his own expense a place to the satisfaction of the Judge in which the action may be tried, and pay the necessary expenses of the Judge and officers so attending.

68. *Rule* 3. *Sittings of the Court in Admiralty.*] The days of the sitting of the Court shall be those appointed for the transaction of the ordinary general business of the Court held in the city or town mentioned in the name of the Court, or such other days as the Judge may from time to time appoint on the written application of either party.

Special day for trial.] Provided that where, from the detention of a vessel or otherwise, a prompt determination of the action is desirable, a special sitting shall on the application of any party be appointed by the Judge at as early a date as possible. Such application shall be made on notice being given to the other party, who shall have the right to be heard.

Institution of Action.

69. *Rule* 4. *Commencement of action. Form* 317.] A plaintiff desiring to institute an Admiralty action shall file a præcipe stating the nature of the action, and when practicable, his name, address, and description, and if the proceedings are commenced through a solicitor, the name of the solicitor, and an address within three miles of the office of the registrar at which it shall be sufficient to leave all instruments and documents in the action required to be served upon the party commencing such proceedings, and also stating the name of the owner or other person against whom the action is instituted, or that the action is instituted against the vessel or other property to which the action relates.

70. *Rule* 5. *Plaintiff may be described as owner.*] When it is not practicable at the time of filing the præcipe to state therein the name of the plaintiff, it shall be sufficient (subject to the right of the defendant to demand his name) to describe the plaintiff as "Owner of the ship or vessel ."

71. *Rule* 6. *Actions in rem. Form* 334.] In Admiralty actions in rem, no service of summons or warrant shall be required where the solicitor of the defendant agrees to accept service and to put in bail or to pay money into Court in lieu of bail.

72. *Rule* 7. *Notice of commencement of action to be given to Consul in certain cases.*] In an Admiralty action for wages against the owners of a foreign vessel, notice of the commencement of the action shall be given to the Consul or Vice-Consul of the state to which the vessel belongs, if there is one resident within the district of the Court, and a copy of the notice shall be annexed to the præcipe.

Summons.

73. *Rule* 8. *Summons. Forms* 319, 320.] Immediately upon the filing of the præcipe the registrar shall enter a plaint and issue a summons for service by the solicitor, should the proceedings have been commenced through a solicitor, or by the bailiff of the Court.

Arrest.

74. *Rule* 9. *Affidavit to be filed. Order XXXIX* (b)] Where after the commencement of an Admiralty action it is desired to arrest any vessel or property, the plaintiff or defendant on counter-claim must file an affidavit stating the facts which render it probable that the vessel or property will be removed out of the jurisdiction of the Court before the claim or counter-claim is satisfied. It shall not be necessary to show in such affidavit that the vessel or property is likely to be removed immediately.

75. *Rule* 10. *When nationality of vessel to be stated.*] In an Admiralty action for necessaries or for wages the nationality of the vessel shall be stated in the affidavit.

76. *Rule* 11. *When warrant of arrest may issue. Form* 321.] Where upon the filing of the affidavit the Judge, or in his absence the registrar, is satisfied with the evidence, he may issue a warrant for the arrest and detention of the vessel or property, and where he is not satisfied he may require further evidence to be adduced, and he may order the detention of the said vessel or property for the purpose of adducing such evidence.

77. *Rule* 12. *When warrant of arrest may be executed.*] A summons in rem may be served and a warrant of arrest may be executed on Sunday, Good Friday, or Christmas Day, as well as on any other day.

Service of Summons or Warrant.

78. *Rule* 13. *Service of summons or warrant of arrest.*] Service of a summons or execution of a warrant against the ship, freight, or cargo on board shall be effected by delivering it to the person who is at the time of service apparently in charge of the vessel or property, or, if there is no person apparently in charge, by nailing or affixing it on the main mast or on the single mast of the vessel; and in other cases the summons must be served personally upon the defendant, unless the Judge, or in his absence the registrar, shall upon facts duly verified upon affidavit allow of substituted service.

79. *Rule* 14. *Service where cargo landed or transhipped.*] If the cargo has been landed or transhipped, service of a summons or execution of a warrant to arrest the cargo and freight shall be effected by placing the summons or warrant for a short time on the cargo, and afterwards leaving a true copy of such summons or warrant on the cargo.

80. *Rule* 15. *Where access to cargo denied.*] If the cargo be in the custody of a person who will not permit access to it, service of the summons or warrant may be made upon the custodian.

81. *Rule* 16. *Service on agent.*] In cases in which proceedings are commenced under section 21, sub-section 2, of the County Courts Admiralty Jurisdiction Act, 1868, in a county court in the district of which the agent in England of the owner of the vessel or property to which the cause relates resides, the summons shall be served personally upon such agent unless the Judge or registrar upon facts duly verified upon affidavit allow of substituted service.

Appearance in Admiralty Actions.

82. *Rule* 17. *Appearance. Form* 324.] A defendant desiring to enter an appearance in an action shall file a præcipe, and thereupon an entry of his appearance shall be made in the Admiralty Actions Book.

83. *Rule* 18. *Contents of præcipe.*] The præcipe shall state, when practicable, the name, address, and description of the party on whose behalf the appearance is entered, and when such appearance is entered by a solicitor, the name of the solictor, and an address within three miles of the office of the registrar at which it shall be sufficient to leave all instruments and documents in the action required to be served upon the defendant entering the appearance.

84. *Rule* 19. *Præcipe in actions in rem when defendant's name, &c., is not known.*] Where it is not practicable at the time of entering the appearance to state the name, address, and description of the defendant, it shall be sufficient in actions in rem (subject to the right of the plaintiff to demand further particulars) to state that the appearance is entered on behalf of the "owners" of the property proceeded against, or on behalf of "the defendant."

85. *Rule* 20. *Person claiming interest may intervene.*] Any person claiming to have an interest in the vessel or property may intervene by entering an appearance in an action. If the interest claimed by such person shall not be cognisable by the Court, any party may apply to the Court or to the High Court to have the case transferred to the High Court of Justice.

86. *Rule* 21. *Appearance.*] Upon the arrest of any vessel or property an appearance may be entered in the same manner as upon the service of the summons.

87. *Rule* 22. *Notice of day of hearing. Form* 325.] Where an appearance has been entered the registrar shall upon application by either the plaintiff or the defendant give to each party in the action, a notice under the seal of the Court, stating the day upon which the action has been directed by the Judge to be heard.

88. *Rule* 23 *Judgment may be signed on non-appearance.*] Where no appearance has been entered within the time limited by the summons, the plaintiff shall, on filing an affidavit of due service of the summons, be at liberty to sign final judgment for the amount named in the particulars in claims of a liquidated nature with costs to be taxed by the registrar, or interlocutory judgment with costs to be taxed in actions for damages, and in the latter event the damages shall be assessed by the registrar under the rules provided for the assessment of damages.

Release of Property.

89. *Rule* 24. *Bail before registrar or commissioner.*] Bail in Admiralty actions may be taken before the registrar or his clerk, if nominated by the Judge under section 83 of the County Courts Act, 1888, or before a commissioner to administer oaths, but in every case the sureties shall justify, unless the adverse party shall give notice in writing dispensing with affidavits of justification.

90. *Rule* 25 *Preparation of bail papers by solicitor. Form* 322A.] The bail bond and affidavits of justification shall be prepared by the party giving bail, or his solicitor, the latter shall be in the form in the Appendix, with such variations as may be necessary.

91. *Rule* 26. *Bail before registrar.*] If bail is to be taken before the registrar, a notice containing the names and addresses of the sureties and of the time appointed by him for taking the bail, shall be served by the party giving bail or his solicitor before 6 o'clock on the day before that which is appointed for taking the bail, and the sureties shall attend at the time appointed for the purpose of executing the bail papers and of being cross-examined as to their means if required.

92. *Rule* 27. *Bail before commissioner. Forms* 322B, 322C.] If bail is taken before a commissioner, notice of such bail shall be given, and an affidavit of service thereof filed in the forms contained in the schedule of forms hereto, subject to such variations as may be necessary, but the property shall not be released without consent until the expiration of twenty-four hours from the time of service of such notice.

93. *Rule* 28. *Twenty-four hours' notice before release.*] On receipt of notice of bail having been taken before a commissioner, the property shall not be released, if before the expiration of such twenty-four hours the party requiring such bail or his solicitor shall have given notice to the party giving bail or his solicitor and to the registrar that he requires such sureties to attend before the registrar for the purpose of being cross-examined as to their means.

94. *Rule* 29. *Costs of examination of sureties.*] If in the opinion of the registrar notice of attendance of the sureties for such cross-examination shall have been given without sufficient cause, the costs of their attendance for cross-examination, and the expenses of the detention of the property kept under arrest in consequence of such notice, shall be paid by the party requiring such attendance.

95. *Rule* 30. *Release on payment into Court. Form* 323.] Where in an Admiralty action the amount sued for is paid into Court, together with costs, or the security completed, or the plaintiff requires it, the registrar shall deliver to the party applying for the same an order directed to the high bailiff of the Court, authorising and directing him, upon payment of all costs, charges, and expenses attending the custody of the property, to release it forthwith.

96. *Rule* 31. *Value of property, how ascertained.*] Notwithstanding the last preceding rule, the property in an Admiralty action for salvage shall not be released, except with the consent of the plaintiff, until its value has

been agreed or an affidavit of value filed on behalf of the party seeking the release, unless the Court or the Judge shall otherwise order.

97. *Rule* 32. *Appraisement.*] If the plaintiff is dissatisfied with the value mentioned in the affidavit filed under the preceding rule he shall be entitled to have the value ascertained by appraisement, and for such purpose shall file a præcipe. The costs of such appraisement shall be in the discretion of the Court.

Transfer of Action.

98. *Rule* 33. *Transfer of action to High Court of Justice or another county court.* 36 & 37 *Vict. c.* 36. 51 & 52 *Vict. c.* 43. *ss.* 68 *and* 126. *Forms* 326, 327.] Where an action is transferred to another county court or to the High Court by order either of the Court in which the action was commenced or of the said High Court, the registrar shall transmit the record of the proceedings to the proper officer of the Court in the same manner as is prescribed by Order XXXIII., Rule 7, of these Rules, for the transmission of proceedings transferred under section ninety of the Supreme Court of Judicature Act, 1873, and sections sixty-eight and one hundred and twenty-six of the Act.

99. *Rule* 34. *Order of transfer to be left with registrar.*] Where the proceedings have been transferred by an order of the High Court, a copy of the order transferring the proceedings shall be left with the registrar.

Second or Cross Action.

100. *Rule* 35. *Costs in cross action may be refused.*] Where it shall appear to the Judge that the plaintiff in an Admiralty action (hereafter called the second action) was or is the defendant in an action (hereafter called the first action) in another Court arising out of the same transaction, and that he did not propose to the plaintiff in the first action that by agreement jurisdiction should be given to the Court in which the first action was commenced to hear and determine the second action the Judge may, if he shall think fit, refuse the plaintiff in the second action his costs.

101. *Rule* 36. *First and second actions may be tried together.*] Where a second or cross action for damage has been commenced by a defendant in an action for damage, and the second action has been commenced, by agreement or otherwise, in the Court in which the first action was commenced, or has been transferred to the said Court by order of any other Court, the Court may direct that both actions may be tried at the same time and upon the same evidence.

Enforcement of Orders.

102. *Rule* 37. *Proceedings on order against unknown defendant.* 31 & 32 *Vict. c.* 71.] Where a judgment or order has been obtained against an unknown defendant, the vessel or property to which the action relates shall not be taken in execution, but it may be arrested and detained under the provisions of section 22 of the County Courts Admiralty Jurisdiction Act, 1868, or kept under arrest, if already arrested.

103. *Rule* 38. *Proceedings on discovery of unknown defendant. Form* 317.] Where a judgment or order has been obtained in an action against an unknown defendant, and the name of the defendant is subsequently ascertained, the adverse party may deliver to the registrar a præcipe stating the name, address, and description of the defendant, and thereupon the registrar shall issue to the solicitor, if such præcipe is delivered through a solicitor, or to the bailiff for service, a notice of the judgment or order, stating thereon that if the defendant does not within four clear days from the day of service deliver a præcipe to the registrar applying for a rehearing of the action, the vessel or property to which the action relates will be sold in execution.

104. *Rule* 39. *Service of notice on defendant. Forms* 30, 31.] The notice in the last preceding rule mentioned shall be served personally upon the defendant, unless the Judge or registrar shall upon facts duly verified upon affidavit allow of substituted service.

Execution against Vessel.

105. *Rule* 40. *Proceedings on execution against a vessel.* Where under a warrant of execution a vessel is seized, the high bailiff shall, before selling the same, cause an inventory and valuation thereof to be made by an appraiser, and the vessel shall not be sold for less than the appraised value thereof, except by order of the Court. The appraiser shall be allowed 10s. per cent. on the appraised value of the vessel, and a reasonable sum for travelling expenses and maintenance if the vessel is beyond three miles from registrar's office.

106. *Rule* 41. *Proceeds of sale to be paid into Court.*] On the completion of the sale the high bailiff shall pay the proceeds arising therefrom into Court, return the warrant, and file an account of the sale and of his fees thereon, signed by him, together with the certificate of appraisement signed by the appraiser.

107. *Rule* 42. *Delivery of property to purchaser.*] On the completion of the purchase the high bailiff shall deliver up the property to the purchaser, and if required so to do shall execute a bill of sale to him at the expense of the purchaser.

108. *Rule* 43. *Costs of execution.*] The costs of the solicitor suing out execution to be taxed by the registrar shall be allowed and be recoverable against the property taken in execution.

Transfer of Sale.

109. *Rule* 44. *Proceedings on transfer of sale.*] Where the vessel has been arrested or has been seized under a warrant of execution, and the sale of the vessel has been ordered to be transferred to the High Court, the vessel shall be retained by the high bailiff until the marshal shall, by order of the High Court, take possession thereof.

110. *Rule* 45. *Application for transfer of proceedings for sale.*] The party desiring that the sale of any vessel or property should be conducted in the High Court of Justice, may at any time after judgment give security to the amount of £10, and deliver to the registrar an application for an order for the transfer of the proceedings for sale to the said High Court.

111. *Rule* 46. *Application to be transmitted to Judge. Form* 332.] The registrar shall transmit the application in the last preceding rule mentioned to the Judge for his order thereon, if the Court is not sitting, and shall in any case certify on the application that the security for costs has been given.

Notice of Defence in Collision.

112. *Rule* 47. *Notice of defence in actions for damage by collision.*] Where in actions for damage by collision the defendant intends to set up as a defence that the vessel was by compulsion of law in the charge of a pilot, he shall give notice thereof to the adverse party as soon after the service of summons as may be, and if he shall fail to give such notice the Judge shall, in exercising his discretion as to costs, consider what effect the non-delivery of the notice has had in the action.

Tenders.

113. *Rule* 48. *Notice of proposed tender. Form* 333.] The party desiring to make a tender shall give a notice to the adverse party of the terms and amount of the tender, and shall pay the amount into Court, and deliver a præcipe. Money may be paid into Court with a denial of liability, in which case the form in the Appendix shall be altered accordingly.

114. *Rule* 49. *Notice of acceptance of tender.*] Within forty-eight hours after the receipt of the notice of any such payment into Court the adverse party shall file a notice stating whether he accepts or rejects the tender, and, if he shall fail to do so, he shall be deemed to have rejected it.

115. *Rule* 50. *Costs may be taxed thereon.*] A party accepting a tender shall be entitled to his costs of suit, and shall be at liberty to tax and enforce payment of same without the necessity of an application to the Court for the purpose.

Payment out of Court.

116. *Rule* 51. *Payment out of Court to solicitor.*] Money ordered in an Admiralty action to be paid out of Court may be paid to the solicitor on the record, without the production of a power of attorney from the party entitled to receive the money, unless the Judge shall otherwise order.

117. *Rule* 52. *Retainer of moneys in Court where more than one action.*] Where more than one action has been commenced against a vessel or any property, and the same has been sold, the proceeds thereof shall be retained in Court, to abide the decision of the Court, in the various actions, unless the Judge shall otherwise order.

Appraisement.

118. *Rule* 53. *Appraisement.*] The registrar may, on the application of either party, and whether before or after judgment, order any property under arrest to be appraised, and the same allowances shall be made to the appraiser as are directed to be allowed by Rule 40 of this Order.

Records of the Court.

119. *Rule* 54. *Inspection of records.*] The parties in an action, their solicitors, or the clerks of the solicitors, may, while the action is pending, and for one year after its termination, inspect, free of charge, all the records in the action.

120. *Rule* 55. *Who entitled to inspection during pendency of action.*] In a pending action no person other than the parties, their solicitors, or the clerks of the solicitors, shall be entitled to inspect the records in the action without the permission of the registrar.

121. *Rule* 56. *The like on termination of action.*] In an action which has been finally disposed of any person may, on delivering to the registrar a præcipe, and on payment of the proper fee, inspect the records in the action.

Copies.

122. *Rule* 57. *Office copies.*] Any person entitled to inspect any instrument or document in an action shall, on delivering to the registrar a præcipe, and on payment of the proper charges for the same, be entitled to an office copy thereof.

Assessors.

123. *Rule* 58. *Payment on application for assessors by party.*] The party requiring the Judge at the trial or the registrar on an assessment of damages to be assisted by one or two assessors shall at the time of the præcipe pay to the registrar the sum of one guinea for each assessor if the amount claimed does not exceed £100, and two guineas if it does exceed that amount, and such payments shall be considered as costs in the action, unless otherwise ordered by the Judge.

124. *Rule* 59. *The like on requirement of Judge or registrar.*] Where the Judge or the registrar requires the assistance of two assessors the fees in the last preceding rule mentioned shall be paid by the plaintiff or his solicitor before the trial, and shall be costs in the action, unless otherwise ordered by the Judge.

125. *Rule* 60. *Assessors' fees on adjournment.*] Where the trial or reference is adjourned the plaintiff shall pay the assessors' fees for the day of adjournment forthwith after the order of adjournment is made by the Judge or registrar, as the case may be.

126. *Rule* 61. *Selection of assessors. Form* 335.] Upon the delivery of the præcipe in Rule 58 mentioned, or upon the requirement of the Judge or registrar, as in Rule 59 mentioned, the registrar shall select from the list of assessors the names of two persons whom he may, having reference to the nature of the action to be tried or of the reference to be determined, consider most capable of assisting the Judge or registrar in trying and determining it, and shall send to each of such persons by post a summons according to the form in the Appendix.

127. *Rule* 62. *Payment to assessors.*] The registrar shall pay to every assessor for each day's attendance and service in every action or reference one guinea or two guineas, according as the amount claimed in the action does or does not exceed £100.

Admission of Liability.

128. *Rule* 63. *Party may admit liability. Form* 322D.] The defendant may at any time after appearance, and the plaintiff may at any time after the filing of a counter-claim, admit liability in any action except for salvage. Such admission shall be by præcipe in the prescribed form, which shall be signed by the solicitor for the party, or if signed by the party in person, shall be attested by a solicitor.

129. *Rule* 64. *Notice thereof.*] The party filing such præcipe shall immediately give notice thereof to the other party or parties in the action, and after receipt of such notice no costs shall be allowed to the party served therewith in respect of the further prosecution of the action so far as regards the question of liability.

The parties may, before trial, agree that the damages recoverable shall be assessed by the registrar with or without an assessor or assessors.

Assessment of Damages.

130. *Rule* 65. *Judge may order reference.*] In all actions excepting salvage the Judge may, instead of giving judgment for any specified amount, give judgment settling the rights of the parties and order a reference to the registrar or to the registrar and assessors as to the amount, which shall bear interest from such date as the registrar may allow at the rate of 4 per cent. per annum.

131. *Rule* 66. *Claimant shall file particulars and vouchers.*] After an order has been made under the last rule, or an admission of liability filed under Rule 63, the solicitor for the claimant shall within seven days file particulars of his claim, if not already filed, and all original vouchers, and shall serve copies thereof on the adverse solicitor.

132. *Rule* 67*a*. *Registrar to appoint time for reference.*] Upon the application of either party the registrar shall fix a time and place for proceeding on the reference and give at least four days' notice thereof to all parties and shall summon an assessor or assessors to be present thereat if so ordered by the Judge or required by either party or by himself.

133. *Rule* 68. *Registrar may proceed with or adjourn reference.*] At the time appointed for the reference, if either solicitor be present, the reference may be proceeded with; but the registrar may adjourn the reference from time to time as he may deem proper.

134. *Rule* 69. *Evidence may be given viva voce or by affidavit.*] Witnesses may be produced for examination on the reference or where a witness resides at a distance of not less than ten miles from the registrar's office or in any other case by consent of the parties, evidence may be given on affidavit, subject to the right of the adverse party to require the deponent to any such affidavit to attend the reference for cross-examination, provided that the registrar shall be at liberty to allow the costs of such attendance against the cross-examining party in the event of his considering that it was unnecessarily called for.

135. *Rule* 70. *Registrar shall report. Form* 332F.] As soon as possible after the conclusion of the reference the registrar shall report in writing in the form in the schedule hereto, with such alterations as may be necessary, what amount is found to be due in respect of every claim filed, particularising in a schedule to such report, each amount claimed and allowed, and what part of the costs of the reference (if any) shall be allowed, and to whom. He shall also immediately give notice to both parties that the report has been made. Unless within seven days after the service of such notice as last aforesaid either party shall lodge an objection to the report, the same shall become final and binding on all parties, and judgment shall be entered accordingly.

136. *Rule* 71. *Objection to report.*] Either party intending to object to the registrar's report shall within the aforesaid period of seven days file in the registry and give to the adverse party or his solicitor a notice of such intention. In such notice he may also request the registrar to state in writing the reasons of the decision, either as regards the whole of the same or of any particular items to be specified in the notice of objection. If a notice of objection is filed judgment shall not be entered on the report until either the notice has been withdrawn or the matter disposed of by the Judge.

137. *Rule* 72. *Registrar shall file reasons.*] Within seven days from the notice of the filing of the objection to the report the registrar shall himself file a statement of his reasons as required by the notice, and the report shall be brought up before the Judge at the next sitting of the Court to be held after the expiration of seven days from the filing by the registrar of such reasons.

138. *Rule* 73. *Appeal from registrar's report.*] On the matter coming before the Judge a hearing shall take place by way of appeal from the report, and the Judge may either vary or confirm such report, or refer the same back to the registrar with any fresh directions as may appear to him to be just, and make such order as to the costs as he may think fit.

Consent Orders.

139. *Rule* 74. *Orders by Consent. Form* 322E.] Any consent in writing between the solicitors in an action may by permission of the Judge or registrar be filed, and shall thereupon become an order of Court, and such order shall be valid as if made by the Court.

Subpœnas.

140. *Rule* 75. *Subpœnas issued in blank.*] A party or his solicitor shall be entitled to issue subpœnas ad testificandum and duces tecum under the seal of the Court without inserting the names of the witnesses.

141. *Rule* 76. *Service in England or Wales.*] Service of a subpœna may be effected by a party to the action or his solicitor or agent, or by any person employed by either of them in any part of England or Wales.

Service of Notices and Orders

142. *Rule* 77. *Service by Post.*] After an appearance has been entered all necessary notices, orders, and other documents may be served by post when the party appearing or his solicitor resides, or carries on business at a distance of more than two miles from the office of the solicitor serving the same.

Costs.

143. *Rule* 78. *Costs of necessary letters.*] The costs of all necessary correspondence in Admiralty actions shall be allowed by the Registrar.

144. *Rule* 79. *And of agent.*] When it becomes necessary to employ a solicitor to act as agent out of the jurisdiction of the Court for the purpose of obtaining the evidence of witnesses attending the trial of an action, a reference before the registrar, taxation of costs, or for any other necessary purpose, the costs of such agent and of instructing him shall be allowed by the registrar.

145. *Rule* 80. *Admiralty actions.*] In Admiralty actions where the amount recovered does not exceed £20, the costs shall be allowed under column B., unless the Judge shall otherwise order.

ORDER XLII.—Winding up of Companies and Societies.

Order XLII. is hereby annulled, and the following Order XLI., Rule 9, shall stand in lieu thereof:

146. *Order XLI. Rule* 9. *Winding up of Building and Industrial and Provident Societies.*] The provisions of the Companies Acts. 1862 to 1890, and the rules made thereunder, so far as they relate to winding up, shall apply to the winding up of societies registered under "The Building Societies Act, 1874," and "The Industrial and Provident Societies Act, 1876"; and the winding up of any such societies shall be conducted in all respects as if such societies were companies registered under any of the said Companies Acts. Costs shall be taxed according to the scale of costs for the time being in use in the Supreme Court.

ORDER XLIIA.

The Brine Pumping (Compensation for Subsidence) Act, 1891.

147. *Rule* 1. *Appeal to be by notice of motion.* 54 & 55 *Vict. c.* 40.] Appeals to the County Courts pursuant to section 27 of the Brine Pumping (Compensation for Subsidence) Act, 1891, shall be brought by notice of motion.

148. *Rule* 2. *Notice of motion and service.*] The notice of motion shall state the grounds of the appeal, and whether all or part only of the decision is appealed against. The notice of motion shall be an eight days' notice, and shall be served on the Compensation Board and on every party directly affected by the appeal.

149. *Rule* 3. *Time for service of notice and entry of appeal.*] The notice of motion shall be served and the appeal entered at the registrar's office within 27 days from the date of the meeting of the Board at which the decision appealed against was given.

150. *Rule* 4. *Day for hearing of appeal.*] The appeal shall be heard on such day as the Court shall direct, provided the same be not less than eight days from the date of service of the notice of motion.

ORDER XLIIB—The Lunacy Act, 1890.

151. 53 & 54 *Vict. c.* 5 *s.* 132. *Application to be by petition.*] Applications to a Judge under sections 300 and 132 of the Lunacy Act, 1890, shall be made by petition, and the same procedure shall be followed, and the same fees paid and costs allowed, as on any petition under Order XXXVIII.

ORDER XLIV.—The Employers Liability Act, 1880.

Order XLIV., Rule 16, is hereby annulled, and the following Rule shall stand in lieu thereof:

152. *Order XLIV. Rule* 16*a*. *Where action not tried an allowance to be made to assessors.*] If after an assessor has been appointed, and before the day of trial, the registrar shall be satisfied that the action has been settled or that the services of the assessor are not required, he shall forthwith countermand the attendance of such assessor and pay to him one half of the fees paid for his attendance. The other half, less the cost of telegrams and postages, shall be returned by the registrar to the person by whom the fees were paid.

ORDER L.

Order L. is hereby annulled, and the following order shall stand in lieu thereof:—

ORDER LA.—Costs.

Taxation and Review of Taxation.

153. *Rule* 1. *Taxation of costs.*] In every action or matter in any Court all costs shall be taxed by the registrar of such Court according to the scales of costs in the Appendix, subject to the review of such taxation by the Judge thereof.

154. *Rule* 2. *Delivery of costs.*] Where practicable the costs of an action or matter shall be taxed on the day on which the action or matter is tried or heard, and where the costs have not been so taxed one day's notice of taxing, together with a copy of the bill of costs if the registrar shall so direct, shall be given by the solicitor of the party whose costs are to be taxed to the other party or his solicitor.

155. *Rule* 3. *Notice of taxing to be posted.*] Notice of taxation may be sent by post prepaid, provided that it is posted in time to reach the party to whom it is addressed in due course of post before noon of the day preceding the day fixed for taxation.

156. *Rule* 4. *Where party dissatisfied, to make objections in writing.*] Any party who may be dissatisfied with the allowance or disallowance by the registrar on taxation in any bill of costs taxed by him of the whole or any part of any items, may, at any time before the certificate or allocatur is signed, deliver to the other party interested therein, and carry in before the registrar on taxation, an objection in writing to such allowance or disallowance, specifying therein by a list, in a short and concise form, the items, or parts thereof objected too, and the grounds and reasons for such objection, and may thereupon apply to the registrar to review the taxation in respect of the same.

157. *Rule* 5. *Review of taxation upon objections.*] Upon such application the registrar shall reconsider and review his taxation upon such objection, and he may, if he shall think fit, receive further evidence in respect thereof, and, if so required by either party, he shall state either in his certificate of taxation or allocatur, or by reference to such objection, the grounds and reasons of his decision thereon, and any special facts or circumstances relating therete.

Allowance of Costs by Judge.

158. *Rule* 6. *How order for particular costs to be made and obtained.*] The order of the Judge required for the allowance of any of the following items in the scales, viz., items 3, 31, 70, 86, 91, 92, 93, 94, and 95, or for the allowance of any particular costs under any of the County Court rules, shall be a special order made upon consideration of the facts of the particular case and not a general order; and the application for such allowance, or for any certificate under section one hundred and nineteen of the Act shall be made at or immediately after the trial or hearing and not at any other time.

159. *Rule* 7. *Allowance of special items in certain cases.*] The Judge may, in his discretion, in any action under the Employers Liability Act, any action or matter remitted from the High Court, any action or matter commenced under the Admiralty or equity jurisdiction of the Court, or any action of ejectment or in which title to any corporeal or incorporeal hereditaments comes in question, order that any of the following items mentioned in the scale of costs shall be allowed to the party in whose favour the order is made, in addition to or in substitution for, as the case may be, the costs to which he would otherwise be entitled, viz., items 31, 70, 86, and 93.

160. *Rule* 8. *Judge's certificate for costs.* 51 & 52 *Vict. c.* 43. *s.* 119.] Where a Judge certifies under section one hundred and nineteen of the Act, the certificate shall be entered at the end of the minutes of the Court of the day on which it is given, and shall be signed by the Judge.

As to Scale.

161. *Rule* 9. *In special actions.*] In actions where a perpetual injunction is claimed, whether the same is granted or not, and in actions under sections 59, 60, 61, and 133 of the Act, the Judge may order the costs to be taxed under Column A, B., or C., and in default of any such order they shall be taxed under column B.

162. *Rule* 10. *Actions for recovery of possession.*] The costs in actions under sections 138 and 139 of the Act shall be taxed, in the case of a plaintiff, on the scale applicable to the rent or value of the premises upon which the Court fees are assessed, plus the amount of any rent and mesne profits recovered, and in the case of a defendant on that applicable to the said rent or value, plus the amount of the rent and mesne profits claimed.

163. *Rule* 11. *Jurisdiction by consent.* 51 & 52 *Vict. c.* 43. *s.* 64.] Costs in actions under section 64 of the Act shall be taxed under Column C., unless the Judge shall otherwise order.

164. *Rule* 12. *Interpleader proceedings.*] The "subject matter" in an interpleader proceeding shall mean (1) in the case of a claimant the amount of the value of the goods his claim to which is allowed, plus the amount of the damage (if any) adjudged, (2) in the case of an execution creditor the amount of the value of the goods seized, plus the amount of the damage (if any) claimed, and (3) in the case of a high bailiff, the amount of the damages claimed.

165. *Rule* 13. *Counter-claims.*] Where a counter-claim is raised and tried, unless the Judge shall otherwise order, the scale upon which the costs of the parties are to be taxed shall be determined as follows:—

(1.) If plaintiff is successful on both claim and counter-claim by the amount which he recovers on his claim, unless the amount of defendant's claim is the larger, in that case the costs incurred subsequently to the delivery of the counter-claim shall be determined by the amount of such counter-claim.

(2.) If defendant is successful on both claim and counter-claim by the amount which he recovers on his counter-claim, or the amount of plaintiff's claim, whichever may be the larger.

(3.) If both parties are successful, by the amounts which they recover on their respective claims, and if both claims fail by the amount claimed by the opposite party.

166. *Rule* 14. *When plaintiff recovers less than claim.*] Where the demand is unliquidated and the plaintiff recovers less than the amount claimed, the Judge may order that his costs be taxed on the scale applicable to the amount claimed, or any intermediate scale.

167. *Rule* 15. *Defendant's costs.*] Where the costs of a defendant are being taxed, the word "recovered," wherever it occurs in the scale, shall be deemed to be "claimed."

168. *Rule* 16. *Fees where plaintiff recovers less than he claims.*] Where the plaintiff recovers less than the amount of his claim, so as to reduce the scale of Court fees, he shall pay the difference.

General Directions.

169. *Rule* 17. *No costs allowed if not sanctioned by scales.*] Costs not sanctioned by the scale are not to be allowed, and costs are not to be allowed, as between the parties to an action in respect of searching for payments into Court nor in respect of any proceedings to enforce payment of a judgment or order by way of execution against the goods or commitment under the Debtors Act, 1869, save as provided in Order XXV., Rules 38*a* and *b*.

170. *Rule* 18. *Discretion of registrars.*] When under the scales or rules a discretion as to the allowances to be made is vested in registrars, they are required to exercise it with care and discrimination, and strictly in accordance with the particular directions set forth in the scales and rules.

171. *Rule* 19. *When costs unnecessarily incurred.*] No costs which are to be paid or borne by another party shall be allowed which do not appear to the registrar on taxation to have been necessary or proper for the attainment of justice or defending the rights of the party incurring the same, or which appear to such officer to have been incurred through over caution, negligence, or mistake, or merely at the desire of such party.

172. *Rule* 20. *Discretionary fees and allowances.*] All fees or allowances which are discretionary shall, unless otherwise provided, be allowed at the discretion of the registrar on taxation, who, in the exercise of such discretion, shall take into consideration the other fees and allowances to the solicitor and counsel, if any, in respect of the work to which any such allowance applies, the nature and importance of the action or matter, the amount involved, the interest of the parties, the fund or persons to bear the costs, the general conduct and costs of the proceedings, and all other circumstances.

173. *Rule* 21. *Where separate judgments against defendants.*] Where two or more defendants are joined and judgment is given separately against each with costs, unless the Judge shall otherwise order the costs shall be apportioned according to the respective amounts of each judgment.

174. *Rule* 22. *Folio.*] A folio shall comprise 72 words, every figure comprised in a column or authorised to be used counting as one word.

175. *Rule* 23. *Real property.*] When any real property is directed to be sold, the ordinary conveyancing charges shall be allowed.

176. *Rule* 24. *Costs of person in fiduciary, &c., position.*] Where in the course of an action or matter a party suing or sued in a fiduciary or representative character necessarily incurs costs not allowable upon taxation under any scale, the registrar shall apply to the Judge, who may, by an order to be filed with the proceedings, allow such a sum as he may think fit for such costs to be paid out of any funds in Court applicable to the purpose.

Witnesses.

177. *Rule* 25. *Allowances for attendance.*] Subject to the following rules, there may be allowed to witnesses for their attendance at Court the sums mentioned in the scales in the Appendix.

178. *Rule* 26. *Plaintiff not entitled except in certain cases.*] Where the witness is a plaintiff in the action or matter he shall not be entitled to any allowance, except for travelling, unless he is a domestic or menial servant, a labourer, a servant in husbandry, a journeyman, an artificer, a handicraftsman, a miner, or any person engaged in manual labour, or unless the Judge in any particular case, for reasons of special hardship, shall otherwise order.

179. *Rule* 27. *Travelling expenses.*] There may be also allowed to all witnesses, including plaintiffs and defendants if called as witnesses, for travelling expenses, the sum which shall have been actually and reasonably paid by them, but such expenses shall in no case exceed in the whole a sum equal to sixpence per mile one way.

180. *Rule* 28. *When attending in more than one cause.*] If witnesses attend in more than one cause they should be allowed a proportionate part of their allowances in each cause only.

181. *Rule* 29. *Costs of witnesses not summoned.*] The costs of witnesses, whether they have been examined or not, may, unless otherwise ordered by the Judge, be allowed, though they have not been summoned.

182. *Rule* 30. *Compensation to seamen.*] Seamen necessarily detained on shore for the purpose of an action or matter shall be allowed such remuneration as the Judge may order, or, in the absence of an order, as the registrar may think reasonable compensation for their loss of time.

183. *Rule* 31. *Allowance to scientific witnesses.*] In any action or matter in which a party is entitled of right or by order of the Judge, to tax his costs on scales B. or C. in the Appendix, the Judge may order that any expert or scientific witnesses may be allowed for qualifying to give evidence and for attending such trial such sums as the registrar on taxation may think fit not exceeding the maximum allowances mentioned in the scale of allowances to "expert and scientific witnesses" in the Appendix, and in like cases the Judge, subject to the provisions of the next rule, may order that the expense of preparing and proving plans, drawings, models, &c., shall be allowed.

184. *Rule* 32. *Allowance for proof and cost of plans, &c.*] Persons who prepare plans, drawings, models, &c., for the purpose of illustration, and who if called at the trial prove the correctness of such plans, drawings, models, &c., only, shall not be entitled to allowances as expert and scientific witnesses, but shall be allowed for their attendance upon the scale applicable to ordinary witnesses, and there may be also allowed for the preparation of such plans, drawings, models, &c., and of all tracings and copies thereof, the sum reasonably paid for the same so long as it shall not exceed the sums mentioned in item 95 of the scale of costs.

ORDER LI.—General Provisions.

Order LI., Rules 2 and 10, are hereby annulled, and the following Rules shall stand in lieu thereof:

185. *Order LI. Rule* 2*a. Service on solicitor deemed service on party.*] Where a party acts by solicitor, service of any proceeding or document upon such solicitor, or delivery of the same at his office, or sending the same to him by post prepaid, shall be deemed to be good service upon the

party for whom such solicitor acts, as upon the day when the same is so served or delivered, or upon which in the ordinary course of post it would be delivered, except in cases where by these orders personal service upon a party is required. Provided that the provisions of this rule shall not extend to any default or judgment summons, nor except as provided by Order VII., Rule 9*c*, to any ordinary summons.

186. *Order LI. Rule* 10*a*. *Advertisements for London Gazette.*] All advertisements to be inserted in the London Gazette, except as to proceedings under orders XXXIX. or XLI., Rule 9, shall be transmitted by the registrar for insertion to the registrar of County Courts judgments in London.

ORDER LII.—INTERPRETATION OF TERMS.

The definitions of "default summons" and "Ordinary sum mons" are hereby annulled, and the following shall stand in lieu thereof:

187. *Order LII.*] "Default summons" means a summons which is issued on the entry of a plaint, and is required by statute to be served personally;

"Ordinary summons" means a summons which is issued on the entry of a plaint, and is not required by statute to be served personally.

We, Rupert Kettle, Alfred Martineau, Henry J. Stonor, A. Shelly Eddis, and G. Washington Heywood, being Judges of County Courts, appointed to frame Rules and Orders for regulating the Practice of the Courts and Forms of Proceedings therein, having, by virtue of the powers vested in us in this behalf, framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

(Signed) RUPERT KETTLE.
A. MARTINEAU.
HENRY J. STONOR.
A. S. EDDIS.
G. W. HEYWOOD.

Approved (Signed) HALSBURY, C.
ESHER, M.R.
NATH. LINDLEY, L.J.
EDWARD E. KAY, L.J.
C. E. POLLOCK, B.
A. L. SMITH, J.

I allow these Rules, which shall come into force on the first day of March, 1892.

(Signed) HALSBURY, C.

APPENDIX.

12A *instead of* 12.

NOTICE OF NON-SERVICE OF SUMMONS.

Take notice, that the summons [*or* judgment summons] in this action has not been served, for the following reason:— Order II., Rules 5, 23*a*.

Dated this day of 18 .

[Plaintiff.]

Form 14A *instead of* 14, 15, *and* 15A.

AFFIDAVIT FOR LEAVE TO ISSUE ORDINARY OR DEFAULT SUMMONS OUT OF JURISDICTION.

I, *A.B.* [*here state name, residence, and occupation of deponent*], make oath and say as follows:— 51 & 52 Vict. c. 43, ss. 74, 86.

1. That *C.D.*, of [*here state name, residence, and occupation of proposed defendant*] is justly and truly indebted to me [*or* to *E.F.* (*here state name, residence, and occupation of the proposed plaintiff*)] in the sum of £ for the price of goods sold [*or* for money lent, *or as the case may be*]. Order V., Rule 9*a*. When demand is a debt or liquidated claim.

or That I [*or E.F.*, &c., *the proposed plaintiff*] claim [*or* claims] to be entitled to recover from *C.D.*, &c. (*the proposed defendant*) the sum of £ damages for breach of contract [*or as the case may be*]. When claim is unliquidated.

2. That the said *C.D.*, within six months from the date hereof, dwelt or carried on business within the jurisdiction of this Court, that is to say, at in the county of When residence, &c., within six months relied on.

or That the cause of action in respect of which the said *C.D.* is proposed to be sued arose wholly or in some material part at in the county of within the jurisdiction of this Court. When cause of action or material part relied on.

That the material facts relied on as constituting the alleged cause of action or a material part thereof are, that the order for the goods for the price of which [*or* for non-acceptance of which, *or as the case may be*] an action is proposed to be brought was given at in the county of within the jurisdiction of this court [*or* that the said *C.D.*, assaulted me [*or* the said *E.F.*] at in the county of within the jurisdiction of this Court, *or as the case may be*].

3. And I further say that I am a person in the employ of the said *E.F.* [*or as the case may be*], and that the facts herein deposed to are within my own knowledge, and that I am duly authorised by the said *E.F.* to make this affidavit. To be added where proposed plaintiff does not make the affidavit.

4. And I further say that the said *C.D.* is not a domestic or menial servant, a labourer, a servant in husbandry, a journeyman, an artificer, a handicraftsman, a miner, or a person engaged in manual labour. To be added where a default summons is proposed to be issued.

5. And I further say that my [*or* the plaintiff's] claim is for the price [*or* value *or* hire] of goods which, or some part of which, were sold and delivered [*or* let on hire] to the said *C.D.* to be used or dealt with in the way of his trade [*or* profession *or* calling] of a [*state the trade, profession, or calling*]. To be added where the claim does not exceed £5. summons is proposed to be issued and the claim does not exceed £5.

Order to be placed at the foot.

I do order that the above-named be at liberty to enter a plaint in this Court against the above-named .

Registrar.

Form 14B.

AFFIDAVIT OF DEBT.

I, *A.B.* [*here state name, residence, and occupation of deponent*], make oath and say as follows:— 51 & 52 Vict. c. 43, s. 86.

1. That *C.D.* of [*here state name, residence, and occupation of proposed defendant*] is justly and truly indebted to me [*or* to *E.F.* (*here state name, residence, and occupation of the proposed plaintiff*)] in the sum of £ for the price of goods sold [*or* for money lent, *or as the case may be*].

2. That my [*or* the plaintiff's] claim is for the price [*or* value *or* hire] of goods which, or some part of which, were sold or delivered [*or* let on hire] to the said *C.D.*, to be used or dealt with in the way of his trade [*or* profession *or* calling] of a [*state the trade, profession, or calling*] To be added where the claim does not exceed £5.

3. That I am a person in the employ of the said *E.F.* [*or, as the case may be*], and that the facts herein deposed to are within my own knowledge, and that I am duly authorised by the said *E.F.* to make this affidavit. To be added where proposed plaintiff does not make the affidavit.

Form 16A *instead of* 16.

DEFAULT SUMMONS UNDER SECT. 86 OF THE COUNTY COURTS ACT, 1888.

[*Heading and conclusion as in ordinary summons, No.* 11].

Take notice, that unless within eight days after the personal service of this summons on you, inclusive of the day of such service, you return to the Registrar of this Court at [*place of office*] the notice given below, dated and signed by yourself or your solicitor, you will not afterwards be allowed to make any defence to the claim which the Plaintiff makes on you, as per margin, the particulars of which are hereunto annexed; but the Plaintiff may, without giving any further proof in support of such claim than the affidavit filed in Court herein, proceed to judgment and execution. If you return such notice to the Registrar within the time specified, the Registrar will send you by post notice of the day upon which the action will be tried. 51 & 52 Vict. c. 43, s. 86.

	£	s.	d.
Claim	...	...	...
Fee for plaint ...	...	...	...
Solicitor's costs ...	-	...	...
Total amount to debt and costs	...	...	...

See below.

[N.B.—This summons must be served within a period of twelve months from the date thereof, or within such extended period as may be allowed.]

NOTICE OF INTENTION TO DEFEND.

[*To be at foot of Summons.*]

No. of Plaint.

In the County Court of* holden at

A.B. v. C.D.

I intend to defend this action.

Dated this day of , 18 .

(†) Defendant.

*(*To be filled in by Registrar previous to issue of summons.*)

(†) *Here must be signed the name of Defendant or of his solicitor, and in the latter case the words "solicitor for," together with his address, must be printed.*

SEE BACK.

[*To be indorsed on the Summons.*]

If you pay the debt and costs, as per margin on the other side, into the Registrar's office, before the expiration of eight days from the date of service of this summons, inclusive of the day of such service, and without returning the notice of intention to defend, you will avoid further costs.

If you do not return the notice of intention to defend, but allow judgment against you by default, you will *save half the hearing fee*, and the order upon such judgment will be to pay the debt and costs forthwith [*or* by instalments, (*to be specified as in Plaintiff's written consent*)].

If you admit a part only of the claim, you must return the notice of intention to defend within the time specified on the summons; and you may, by paying into the Registrar's office at the same time the amount so admitted, together with costs proportionate to the amount you pay in, avoid further costs, unless the Plaintiff proves at the trial an amount exceeding your payment.

If you intend to dispute the Plaintiff's claim on any of the following grounds,—

1. That the Plaintiff owes you a debt which you claim should be set off against it;
2. That you were under twenty-one when the debt claimed was contracted;
3. That you were then, or are now, a married woman;
4. That the debt claimed is more than six years old;

5. That you have been discharged from the Plaintiff's claim under a Bankrupt or Insolvent Act;
6. That you have already tendered to the Plaintiff what is due, and that he refused to accept it;
7. That you have a statutory defence;
8. That you have an equitable defence;

You must also, at any time not less than five clear days before the return day, give notice of such special defence; and such last-mentioned notice must contain the particulars required by the County Court Rules; and you must deliver to the Registrar as many copies of such notice as there are Plaintiffs, and an additional copy for the use of the Court. If your defence be a set-off, you must, with the notice thereof, also deliver to the Registrar a statement of the particulars thereof. If your defence be a tender, you must pay into Court the amount tendered at the time of filing notice.

Summonses for witnesses and for the production of documents by them will be issued upon application at the office of the Registrar of this Court upon payment of the proper fee.

NOTE.—*This summons is to be printed on a half sheet of salmon-tinted foolscap paper* (14 *lbs. or thereabouts*), *with the "Notice of intention to defend" separated by a perforated line, so that it may be torn off for transmission to the Registrar.*

Form 17A *instead of* 17.

DEFAULT SUMMONS UNDER "THE SUMMARY PROCEDURE ON BILLS OF EXCHANGE ACT, 1855."

[*Heading and conclusion as in ordinary summons, No.* 11.]

18 & 19 Vict. c. 67. Order VII., Rule 2.

Take notice that unless within twelve days after the service of this summons on you, inclusive of the day of such service, you obtain leave from the Judge or Registrar of this Court to defend this action the Plaintiff may proceed to judgment and execution.

The Plaintiff's claim is for £ on a bill of exchange [*or* promissory note], the particulars whereof are hereunto annexed, and the sum of for Court fees [and for solicitor's costs herein]: And if the amount thereof be paid to the Registrar of the Court within four days from the service hereof, no further proceedings will be taken.

Leave to defend may be obtained upon application at the office of the Registrar of this Court, supported by affidavits, showing that there is a defence to the action on the merits, or disclosing facts showing that it is reasonable that the Defendant should be allowed to defend the action.

[N.B.—*This summons must be personally served on the Defendant within twelve calendar months from the date thereof, and not afterwards.*]

Form 17B.

PARTICULARS IN ACTION UNDER "THE SUMMARY PROCEDURE ON BILLS OF EXCHANGE ACT, 1855."

[*Heading and conclusion as in Form* 1.]

Order VI., Rule 1a. Order XXXV., Rule 4.

The Plaintiff claims £ for principal and interest [*or* balance of principal and interest] due to him as the payee [*or* indorsee] of a bill of exchange [*or* promissory note] of which the following is a copy.

[*Here copy bill of exchange or promissory note and all indorsements upon it.*]

And also shillings for noting and bank expenses [*if paid*].

Form 38A *instead of* 38.

NOTICE TO PLAINTIFF OF PAYMENT INTO COURT.

Order XXIII. Rule 9a. Order XXVIA. Rule 6.

I hereby give you notice, that *A.B.*, the Defendant [*or* garnishee] has paid into Court the sum of £ under the judgment [*or* garnishee summons] obtained by you against him.

[*If the money is paid into Court by a garnishee add: If you elect to accept the sum paid into Court as a satisfaction of your claim against the garnishee, you must, in order to save costs, send a written notice of acceptance to the registrar and to the garnishee within 48 hours after receipt of this notice.*]

[*N.B.—Upon your applying for the above amount it will be necessary that you should produce or send the plaint-note given to you on the entry of the plaint.*]

Form 50A.

MEMORANDUM TO BE PRINTED AT THE FOOT OF EVERY JUDGMENT SUMMONS ISSUED PURSUANT TO ORDER XXV., RULE 14*a*, FOR SERVICE OUT OF THE DISTRICT.

NOTE.—By Order XXV., Rule 24, of the County Court Rules, it is provided as follows:—

Where a judgment-creditor issuing a judgment-summons, or a judgment-debtor summoned to appear by a judgment-summons, does not reside within the district of the Court in which the summons is to be heard, he may forward to the registrar of the Court from which the summons issued an affidavit, setting forth any facts which he may wish to be before the Court prior to any order being made on the summons. And the Judge may, if he shall think fit, on the hearing of the judgment-summons admit the affidavit as the evidence of the person by whom the same is made.

Form 52A *instead of* 52.

AFFIDAVIT TO OBTAIN LEAVE TO ISSUE JUDGMENT SUMMONS.

Order XXV., Rule 14a.

I, *A.B.*, of , the above-named Plaintiff [*or E.F.* (*state name, residence, and occupation*)], make oath and say as follows:

1. On the day of 18 , [I, *or*] the Plaintiff obtained judgment [*or* an order] in this Court for the sum of £ [*or* for £ including costs] against the Defendant, *C.D.*, and the same [*or* £ part thereof] is still unsatisfied [and instalments of are now in arrear].

2. The Defendant, *C.D.*, was [*or* was not] at the date of the entry of the plaint in the action in which the judgment [*or* order] was obtained living or carrying on business within the jurisdiction of this Court.

3. The Defendant, *C.D.*, now lives at in a house [*or* shop] apparently of the yearly rent or value of £

If a master.

4. The Defendant, *C.D.*, carries on the business of a [*state what*] at [*state where and any circumstances showing that the business is profitable or that he has means to pay*].

If a workman.

or 4. The Defendant, *C.D.*, is now employed as a at [*state the name and place of business of his employer if known*] and earns per week.

5. The Defendant, *C.D.*, is unmarried [*or* is married and has (*state how many*) children, of whom (*state how many*) work and earn wages.]

Form 52B

AFFIDAVIT OF SERVICE OF JUDGMENT SUMMONS.

Order XXV., Rule 20a.

I, *A.B.*, of [*state name, residence, and occupation*] the above-named Plaintiff [*or* clerk, servant, agent, or solicitor to the above-named Plaintiff] make an oath and say:

That I did on the day of 18 , at [*state the place of service exactly, as* 22, King Street, Croydon, the residence of *C.D.*, the above-named Defendant, *or* the place of business of *E.F.*, the employer of the above-named Defendant] duly serve *C.D.*, the above-named Defendant, with a judgment summons, a true copy whereof is hereunto annexed, marked A., by delivering the same personally to the said Defendant.

[*Indorse the copy judgment summons thus:*—This paper, marked A., is the paper referred to in the annexed affidavit.]

Form 105A *instead of* 105.

NOTICE BY DEFENDANT TO THIRD PARTY.

Order XI. Rule 1.

To Mr. *X.Y.*, of [*address and description*].

Take notice, that this action has been brought by the Plaintiff against the Defendant [*as surety for M.N., upon a bond conditioned for payment of* 20*l. and interest to the Plaintiff.*

The Defendant claims to be entitled to contribution from you to the extent of one half of any sum which the Plaintiff may recover against him, on the ground that you are his co-surety under the said bond [*or, also surety for the said* M N., *in respect of the said matter, under another bond made by you in favour of the said Plaintiff, dated the day of* 18 .]

[*Or, as acceptor of a bill of exchange for* 50*l., dated the day of* 18 , *drawn by you upon and accepted by the Defendant, and payable three months after date.*

The Defendant claims to be indemnified by you against liability under the said bill, on the ground that it was accepted for your accommodation.]

[Or, *to recover damages for a breach of a contract for the sale and delivery to the Plaintiff of* 100 *tons of coal.*

The Defendant claims to be indemnified by you against liability in respect of the said contract, or any breach thereof, on the ground that it was made by him on your behalf and as your agent.

And take notice that if you wish to dispute the Plaintiff's claim in this action as against the Defendant *C.D.*, or your liability to the Defendant *C.D.*, you must appear at this Court on the return day of the summons in this action, a copy of which summons is hereunto annexed.

In default of your so appearing you will be deemed to admit the validity of any judgment obtained against the Defendant *C.D.* in this action, whether obtained by consent or otherwise, and your own liability to contribute or indemnify to the extent herein claimed.

(Signed) *C.D.*

Or,

L.M.
Solicitor for the Defendant.
C.D.

Form 115A *instead of* 115.

ORDER TO PROCEED AFTER DEATH OF A PLAINTIFF AFTER JUDGMENT.

Order XXV., Rule 9a.

Upon reading the affidavit of it is ordered that *E.F.*, the executor of *A.B.*, the Plaintiff in this action,

who has died since judgment, be substituted as Plaintiff for the original Plaintiff, and that the said *E.F.* be at liberty to issue execution against *C.D.*, the Defendant [*or* take any such proceedings against *C.D.* as the deceased Plaintiff was entitled to take against him], for the amount of the unsatisfied judgment and costs, [*or* that the question whether *E.F.*, the executor of *A.B.*, the original Plaintiff now deceased, is entitled to recover the amount of the judgment obtained against *C.D.*, the Defendant, and costs shall be tried by action to be commenced by plaint in the ordinary way, wherein the said *E.F.* shall be Plaintiff and the said *C.D.* Defendant.

Judge or Registrar.

Form 115B.

ORDER TO PROCEED AFTER CHANGE OF INTEREST BY ASSIGNMENT OR OTHERWISE AFTER JUDGMENT.

Upon reading the affidavit of , it is ordered that *E.F.*, the assignee [*or as the case may be*] of the judgment [*or* order] obtained by *A.B.*, the Plaintiff [*or C.D.*, the Defendant, *as the case may be*] in this action be substituted as Plaintiff [*or* Defendant] in the name and by the description of *E.F.*, of, &c., the assignee of *A.B.*, [*or C.D.*, the Defendant], of, &c.' and that the said *E.F.*, in and by such name and description be at liberty to [issue execution *or* take any such proceedings against *C.D.*, the Defendant [*or A.B.*, the Plaintiff], as the said *A.B.*, the Plaintiff [*or C.D.*, the Defendant] was entitled to take against him [*or* that the question whether the said *E.F.*, the assignee is entitled to the benefit of the judgment [*or* order] obtained by *A.B.*, the Plaintiff] *or C.D.*, the Defendant] against *C.D.*, the Defendant [*or A.B.*, the Plaintiff] shall be tried by action to be commenced by plaint in the ordinary way, wherein the said *E.F.*, by such name and description as aforesaid, shall be Plaintiff and the said *C.D.* [*or* the said *A.B.*] Defendant. Order XXV., Rule 9a.

Judge or Registrar.

N.B.—*No proceedings under a judgment or order, either by judgment summons or otherwise, are sanctioned by the rules after any change of interest in the parties entitled to the benefit of the judgment or order without an order in one of the above forms.*

Form 145A *instead of* 145.

SUMMONS TO WITNESS TO GIVE EVIDENCE.

You are hereby required to attend at [*the court house in*] on the day of 18 , at the hour of of of in the noon, and so from day to day, until the above action is tried, to give evidence in the above action on behalf of the [Plaintiff *or* Defendant, *as the case may be*]. Order XVIII., Rule 1.

In default of your attendance you will be liable to a penalty of 10*l.*

Dated this day of 18 .

Registrar of the Court.

To

Form 146A *instead of* 146.

SUMMONS TO WITNESS TO PRODUCE DOCUMENTS.

You are hereby required to attend at [*the court-house in*] on the day of 18 , at the hour of in the noon, and so from day to day, until the above action is tried, to give evidence on behalf of and also to bring with you and produce the several documents hereunder specified [and all other books, papers, writings, and other documents relating to the above action, which may be in your custody, possession, or power]. In default of your attendance you will be liable to a penalty of 10*l.* Order XVIII., Rules 1, 4.

Dated this day of 18 .

Registrar of the Court.

To

[*Here insert list of documents required to be produced.*]

AFFIDAVIT FOR LEAVE TO SUMMON GARNISHEE.

I, *A.B.*, of in the county of [*or* I, *C.D.*, of, &c., solicitor to] the above named Plaintiff, make oath and say: Order XXVIA., Rules 1, 2.

1. That I [*or A.B.*] on the day of recovered judgment [*or* obtained an order] in the county court of , holden at ,in this action [*or* matter] against the above-named Defendant for the sum of £ , debt and costs [*or* for payment of the sum of £ and £ for costs].

2. That the said judgment is still wholly unsatisfied [*or* is still unsatisfied as to the sum of £].

[*or* 2. That the whole [*or* £ part] of the sum payable under the said order is still unsatisfied].

3. That *M.N.*, of in the county of is indebted to the Defendant in the sum of £ .

4. That the said *M.N.* resides or carries on business within the district of this honourable Court [*or* that the cause of cation between the said Defendant and the said *M.N.* arose wholly or in part within the district of this honourable Court, *or* that the said *M.N.* dwelt or carried on business within the district of this honourable Court within six calendar months of this the day of 18]

Sworn, &c.

Form 156A *instead of* 156.

SUMMONS TO GARNISHEE.

Between *A B.*, Plaintiff,

(*Address and description*)

and

C.D., Defendant,

(*Address and description*)

and

M.N., Garnishee,

(*Address and description*).

Whereas the Plaintiff at a Court holden at on the day of 18 , obtained a judgment [*or* an order] against *C.D.*, of [*name, address, and description*] for [*or* for payment of] the sum of for and costs, which judgment [*or* order] remains unsatisfied. And whereas the Plaintiff having filed an affidavit stating that you are indebted to the said *C.D.*, you are hereby summoned to appear at a Court to be holden at on the day of 18 , at the hour of in the noon, to show cause why an order should not be made upon you for the payment of the amount of the said judgment [*or* payable under the said order] or so much thereof as shall equal the amount of the debts due and owing and accruing from you to the said *C.D.* Order XXVIA., Rules 1, 2.

And take notice, that from and after the service of the summons upon you all such debts are attached to answer the said judgment [*or* order], and that if you shall pay the said debts to the said *C.D.*, or otherwise dispose of them, you will be liable to be committed for contempt.

And further take notice, that if you shall pay to the Registrar of the Court the amount of such debts, or so much thereof as will satisfy the debt under the judgment or order, five clear days before the day upon which you are required to appear, you will incur no costs.

Registrar.

To the garnishee.

Form 157A *instead of* 157.

JUDGMENT AGAINST GARNISHEE.

Whereas the Plaintiff at a Court holden at on the day of 18 , obtained a judgment [*or* an order] against *C.D.*, of for [*or* for payment of] the sum of £ for and for costs, and which judgment [*or* order] remains now unsatisfied. And whereas the Plaintiff having filed an affidavit stating that the said *M.N.* was indebted to the said *C.D.*, the said *M.N.* was summoned to show cause why he should not be ordered to pay the amount of the said judgment [*or* payable under the said order], or so much thereof as should equal the amount of the debts due and owing and accruing from him to the said *C.D.*; and the said *M.N.* having failed to appear before the Court this day [*or* appeared before the Court this day, and having failed to show cause why he should not be ordered to pay such debts *or* having shown sufficient cause why he should not be ordered to pay such debts]: Order XXVIA., Rules 7, 8.

It is ordered, that the Plaintiff do recover against the said *M.N.* the sum of £ [*here insert the amount of the debt under the judgment or order, or so much thereof as the debts amount to when the same are less than the debt under the judgment or order*], and £ for costs, amounting together to the sum of £ [*or* that the Plaintiff do pay the sum of £ for the costs of the said *M.N.*]

It is ordered that the said *M.N.* [*or* Plaintiff] do pay the same to the Registrar of the Court on the day of 18 , [*or, where judgment for Plaintiff, and the Judge so orders*, by instalments of for every days; the first instalment to be paid on the day of 18 .]

Form 169A.

NOTICE OF APPLICATION FOR SALE OF GOODS OTHERWISE THAN BY AUCTION.

Take notice that I, the undersigned *A.B.*, the execution creditor [*or* execution debtor] herein, shall on the day of at o'clock in the noon, at [*state where application will be made*] apply to his Honour the Judge [*or* to the Registrar] of this Court for an order that a sale of the goods seized under the execution herein may be made otherwise than by public auction, that is to say [*e.g.*, by private sale to (*state name of intending purchaser if known*)]. 46 & 47 Vict. c. 52, s. 146.] 53 & 54 Vict. c. 71, s. 2. Order XXV., Rule 19a.

The grounds of the application are as follows [*state the grounds*].

A.B.

To the high bailiff
and to *E.F.*, *G.H.*, &c. [*name the other persons to be served*].

Form 292A *instead of* 292.

NOTICE TO BE INDORSED ON ORDER UNDER ORDER XXV., RULE 40*a*.

To *A.B.*, of
Take notice, that, unless you obey the directions contained in this order, you will be guilty of a contempt of Court and be liable to be committed to prison. Order XXV., Rule 40*b*.
Dated this day of 18 .

Registrar.

Form 294A *instead of* 294 *and* 295.

ORDER OF COMMITTAL FOR BREACH OF OR NEGLECT TO OBEY ORDER.

Whereas by an order of this Court, dated the day of 18 [*here recite the order*]: Now, upon the application of the Plaintiff, and upon hearing the Defendant [*or if the Defendant does not appear*, reading the affidavit of *X. Y.*, *or where service has been by bailiff*, the indorsement of *L.M.*, a bailiff of this Court, *or* the county court of holden at , showing (*or* being satisfied on oath) that a copy of the said order and notice of this application have been severally served upon the Defendant *C.D.*,] and upon reading the affidavit of, &c. [*or such other evidence as may have been given*], the Court being of opinion, upon consideration of the facts disclosed by the said affidavit [*or* affidavits *or such other evidence as may have been given*], that the said Defendant *C.D.* has been guilty of a contempt of this Court by a breach of [*or* by neglecting to obey] the said order, that is to say, by [*here set out the particular matter of contempt*], doth order that the said Defendant *C.D.* do stand committed to [*here insert prison used by the Court*] for his said contempt, and that a warrant of attachment for the arrest of the said *C.D.* be forthwith issued. Order XXV., Rule 42*a*.

It is further ordered that any application for his release from custody shall be made to the Judge.

Form 311A *instead of* 311.

NOTICE TO A RESPONDENT UNDER THE AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883.

The Agricultural Holdings (England) Act, 1883.

In the County Court of holden at .

Between *A.B.*, Appellant,
and
C.D., Respondent.

Take notice, that you are required within seven days of the delivery of this notice to you to file in Court a statement, signed by you or your solicitor, in reply to the grounds of appeal sent herewith, and that your statement must disclose the following matters: 46 & 47 Vict. c. 61. Order XL., Rule 3.

(1.) Whether you dispute the validity in law of all or any and which of the grounds of objection to the award:
(2.) Whether you dispute the truth in fact of all or any and which of the grounds of appeal:
(3.) Whether you admit the validity in law and truth in fact of all or any and which of the grounds of appeal:
(4.) Whether you pray that the case may be remitted to be re-heard.
(5.) Your name and address, and that of your solicitor, if the statement be delivered through a solicitor.

Dated this of 18 .

Registrar of the Court.

To the above-named Respondent.

Form 322A.

AFFIDAVIT OF JUSTIFICATION.

Admiralty Jurisdiction.
In the County Court of , holden at Order XXXIXB., Rule 25.

No. .
The " ."
Between
Plaintiffs,
and
Defendants.

I,
of (*add description*) ,
one of the proposed sureties for ,
make oath and say that I am worth more than the sum of pounds after the payment of all my debts.

Sworn at
in the county of ,
this day of
189 .
Before me
,
A Commissioner for Oaths.

Form 322B.

NOTICE OF BAIL.

Admiralty Jurisdiction.
In the County Court of , holden at Order XXXIXB., Rule 27.

No. .
The " ."
Between
Plaintiff,
and
Defendant.

Take notice that bail has been given in the sum of £ on behalf of the above-named to answer judgment in this action by and that such bail has been taken before , a Commissioner, to administer Oaths in the Supreme Court of Judicature.

Dated this day of 189

Yours, &c ,

Solicitor for the .

To

Solicitor or Agent.

Form 322C.

AFFIDAVIT OF SERVICE OF NOTICE OF BAIL.

Admiralty Jurisdiction.
In the County Court of , holden at Order XXXIXB., Rule 27.

No. .
The " ."
Between
Plaintiff.
and
Defendant.

I,
of , in the of , clerk to of the same place, solicitor for the in this action, make oath and say as follows:
That I did on the day of 189 , at of the clock in the noon serve on solicitor or agent for the a notice of bail in the words and figures following, viz.:

(*Copy notice of bail, omitting heading*).

Sworn at ,
in the county of ,
this day of
1891.
Before me
,
A Commissioner for Oaths.

Form 322D.

ADMISSION OF LIABILITY.

Admiralty Jurisdiction.
In the County Court of , holden at Order XXXIXB Rule 63.

No. .
The " ."

We, the undersigned, solicitors for the Defendants, hereby admit the liability of the Defendants for the collision in question in this action, and consent to a reference to ascertain the amount of damages and interest due to the Plaintiff.

Dated this day of 189 .

To Mr.

Yours, &c.,

Plaintiff's Solicitor. Defendant's Solicitor.

Form 322E.

CONSENT TO ORDER.

Admiralty Jurisdiction.
In the County Court of , holden at Order XXXIXB Rule 74.

We, the undersigned, solicitors for the Plaintiff and Defendant respectively, hereby consent to an order for

Dated this day of , 189 .

Plaintiff's solicitor.
Defendant's solicitor.

Form 322F.

REGISTRAR'S REPORT.

Admiralty Jurisdiction.
In the County Court of , holden at Order XXXIXB. Rule 70.

No.

The " ."

Whereas by decree in this action, dated the day of , 189 , (*or by consent of the parties upon an admission of liability, or as the case may be*), the damages recoverable by the Plaintiff (*or by the Defendant on his counter-claim*) have been referred to me and (*if so*) to two mercantile assessors to report the amount thereof.

Now, I hereby report that I have, with the assistance of Messrs. and the assessors appointed, carefully examined the claim and vouchers filed in this action, and having heard evidence on affidavit and *viva voce* (*or as the case may be*) on behalf of the Plaintiff and Defendant, I find that the Defendant is indebted to the Plaintiff (*or vice versâ*) in the sum of £ , as shown by the schedule hereto annexed, which sets forth in separate columns the several amounts claimed and the amounts which I, in conjunction with the said assessors, consider justly due to him in respect to each item.

I am of opinion that interest on the said sum of £ at the rate of 4*l.* per cent. per annum from the day of , 189 , should be allowed on the said sum of £ until the date of payment.

I am further of opinion that the costs of the reference should be paid by the Defendant (*or Plaintiff*). (*If for any special reasons add reasons.*)

Dated this day of , 189 .

(*Registrar's signature*).

SCHEDULE TO REPORT.

	Claimed	Allowed
1. Shipwright's bill - - - -		
2. Noting protest - - - -		
3. Extending protest - - - -		
4. Survey fees - - - -		
5. Examination before receiver of wreck -		
6. Demurrage or damages for detention of the ship of tons register, from the day of 189 , to the day of 189 , days at £ per diem - - - - -		
(*Add any other items.*)		
	£	£

Together with interest.

(*Registrar's signature*).

COSTS.

LOWER SCALE.

COSTS to be paid to SOLICITORS in ACTIONS and MATTERS, as well between PARTY and PARTY as between SOLICITOR and CLIENT, where the AMOUNT RECOVERED exceeds 2*l.* and does not exceed 10*l.*

1.

Where the particulars and copies are signed pursuant to Order VI., Rule 10*a*, and the amount claimed exceeds 2*l.* and does not exceed 5*l.*, there may be entered upon an ordinary summons, and upon a default summons, FOUR SHILLINGS, unless the latter is to be served by a solicitor, when SEVEN SHILLINGS shall be entered.

2.

Where the particulars and copies are signed by a solicitor, and the amount claimed exceeds 5*l.* and does not exceed 10*l.*, there may be entered upon an ordinary summons, and upon a default summons, EIGHT SHILLINGS, unless the latter is to be served by a solicitor, when THIRTEEN SHILLINGS shall be entered.

3.

Where the amount recovered exceeds £2 and does not exceed £5, a solicitor for a plaintiff shall be allowed for preparing for and attending trial, or upon an application for a new trial, SEVEN SHILLINGS, and, where the sum recovered exceeds £5 and does not exceed £10, TEN SHILLINGS.

4.

Where the action is withdrawn, or the amount claimed is paid into court less than five clear days before the return day, there may, if the Judge or registrar so orders, be allowed to the solicitor, upon his application, FIVE SHILLINGS, or such portion of the fees for preparing for and attending trial as the Judge or registrar may under the circumstances direct.

5.

Where the amount claimed exceeds £2 and does not exceed £10, there shall be allowed to a solicitor, for entering up judgment on a default summons, or under Order IX., Rule 4, THREE SHILLINGS and FOURPENCE.

6.

Where the amount claimed exceeds £2 and does not exceed £5, the solicitor shall be allowed, for instructions preparing defence and attending trial, TEN SHILLINGS, and, where the sum claimed exceeds £5 and does not exceed £10, FIFTEEN SHILLINGS, or upon an application for a new trial, SEVEN OR TEN SHILLINGS, according to the amount claimed.

7.

Where the action is tried by the Judge with or without a jury, the costs of preparing for and attending trial may be increased to a sum not exceeding ONE POUND, on a special order of the Judge in such action to be entered in the Minute Book.

8.

The Judge may in like actions by special order to be entered in the Minute Book allow a fee of £1 3s. 6d. for the employment of a Counsel.

9.

Where a trial is adjourned by the Court for want of time, one half of the fees mentioned in clauses three and six may be allowed in respect of that day's attendance if the Judge or registrar shall so direct.

10.

In the case of a plaintiff where the amount recovered, or in the case of a defendant where the amount claimed, exceeds £2 and does not exceed £5, the solicitor shall be allowed for attending Court when the action is referred THREE SHILLINGS, for attending before the arbitrator TEN SHILLINGS, and for attending Court entering judgment upon the award THREE SHILLINGS, and where the amount claimed or recovered exceeds £5 and does not exceed £10 the sums of SIX SHILLINGS, FIFTEEN SHILLINGS, and SIX SHILLINGS respectively shall be allowed.

N.B.—No other costs are to be allowed than the above where the amount claimed does not exceed £10, unless the Judge certifies under section 119 of the County Courts Act, 1888, or otherwise orders pursuant to Order LA.

HIGHER SCALE.

COSTS to be paid to SOLICITORS in ACTIONS and MATTERS, as well between PARTY and PARTY as between SOLICITOR and CLIENT, where the SUBJECT MATTER or the SUM RECOVERED exceeds £10.

	Where the Subject Matter or the Sum recovered exceeds £ 10 0 0 and does not exceed 20 0 0 — A.	£ 20 0 0 and does not exceed 50 0 0 — B.	£ Exceeds 50 0 0 — C.
Plaint, Particulars, Summonses, and Notices.	£ s. d.	£ s. d.	£ s. d.
1. Preparing particulars of claim or counter claim where the claim is a liquidated demand, including necessary copies; provided that such particulars and copies are signed pursuant to Order VI., Rule 10*a* - - - - - -	0 4 0	0 7 0	0 10 0
2. The like in all other claims - -	0 6 0	0 12 0	1 1 0
3. Drawing petition, per folio - - -	0 1 0	0 1 0	0 1 0
Not exceeding, except by order of the Judge - - - -	0 10 0	1 5 0	1 5 0
4. Preparing further particulars, when same required by defendant under Order VI., Rule 8, or by plaintiff, under Order X, Rule 11, including copy to file - - - - - -	0 2 0	0 3 0	0 5 0
Or per folio - - - - - -	0 0 8	0 0 8	0 1 0
5. Summons or subpœna to witness, including attending for leave to serve and sealing - - - - - -	...	0 3 0	0 5 0
Or per folio beyond four - - -	...	...	0 0 8
6. Summons in chambers, including sealing copy to file and one copy for service - - - - - - -	...	0 3 0	0 3 0
Notices.			
7. Preparing notice to produce or admit, or to admit facts, and one copy - -	0 3 0	0 4 0	0 5 0
8. If special or necessarily long, such allowance as the Registrar shall think proper, not exceeding per folio - -	...	0 0 8	0 0 8
9. For preparing notice of motion to the Court, including copies to file and serve	0 4 0	0 5 0	0 6 0
10. If necessarily exceeding five folios, at per folio, including copies to file and serve - - - - - - - -	...	0 1 0	0 1 0
11. For preparing notice of any application to Judge or Registrar, when required, not being ex parte, including copies to file and serve - - - - - -	...	0 3 0	0 3 0
12. For preparing any other necessary or proper notice, or demand, not otherwise provided for, including copies to file and serve - - - - - - -	...	0 1 6	0 1 6
13. Or if special, and necessarily exceeding three folios, there may be allowed in the Registrar's discretion, for each folio beyond three, including copy to file	...	0 1 0	0 1 0

	£ s. d.	£ s. d.	£ s. d.
Service.			
Note.—Where any two or more summonses, orders, interrogatories, notices, or demands, have or could have been served together, one fee only for service is to be allowed.			
14. Service of a summons (not being a judgment summons), order, notice, or document required by statute or rule or by order to be served personally, including copy	0 5 0	0 5 0	0 5 0
15. If served at a distance of more than two miles from the nearest place of business of the solicitor serving the same, for each mile beyond such two miles therefrom, but not to exceed 10 miles	0 0 6	0 0 6	0 1 0
16. Where in consequence of the distance of the party to be served, it is proper to effect service through an agent, for correspondence, in addition	...	0 7 0	0 7 0
17. When substituted service ordered, in addition, to include all costs of attendances, making appointment to serve, drawing, engrossing, attending to swear, and to file all affidavits, and the fees paid for oath, and obtaining order, not exceeding	0 10 0	1 0 0	1 5 0
18. Service of any summons, subpœna, interrogatories, order, notice, or demand, if not authorised to be served by post	...	0 2 6	0 2 6
19. If authorised to be served by post	...	0 1 6	0 1 6
Instructions.			
20. To sue or defend, or to prefer, or oppose claim in interpleader proceedings, or for a petition, or for a garnishee summons	0 3 4	0 6 8	0 13 4
21. For counter claim	0 3 4	0 6 8	0 13 4
22. For interrogatories	...	0 6 8	0 6 8
23. For affidavit in answer to interrogatories or other special affidavits	...	0 6 8	0 6 8
Note.—The charge for special affidavits is not to be allowed, if in the opinion of the Registrar, the facts upon which the affidavits are founded had already become known to the solicitor or his clerks in course of the business.			
24. For confession of debt or claim by defendant and attesting signature thereto	...	0 6 8	0 6 8
25. For application to add parties	...	0 3 4	0 6 8
26. For counsel to advice on evidence	...	0 3 4	0 6 8
27. For brief on interlocutory motion or application where counsel allowed	...	0 6 8	0 6 8
28. For brief on trial of action or matter, where counsel employed, such fee as the registrar may think fit, having regard to all the circumstances of the case	...	0 10 6 to 1 11 6	1 1 0 to 3 3 0
Note.—Great care must be exercised in assessing this item, *see* Order LX., Rule 20.			
29. Examining and taking minutes of evidence where no counsel employed, for each witness afterwards allowed on taxation	0 2 0	0 3 4	0 6 8
30. If exceeding six folios, for each additional folio	0 0 6	0 1 0	0 1 0
31. In the cases mentioned in Order LX., Rule 7, where no counsel employed, if the Judge so orders, in addition to items 29 or 30, for preparation of minutes of fact or argument	...	1 1 0	2 2 0
Drawing.			
Note.—The matter of all documents should be necessary and relevant, and expressed without prolixity, and the costs of all unnecessary, irrelevant, and prolix matter must be disallowed.			
32. Notice and particulars of special defence or admission of facts, or any statement under the Agricultural Holdings Act, including necessary copies	0 3 0	0 5 0	0 6 8
Or per folio beyond three	...	0 1 0	0 1 0
33. Draft of order under Order XII., Rule 7, including copy to file	...	0 3 0	0 5 0
Or per folio	...	0 0 8	0 0 8
34. Brief on trial of action or matter where counsel employed, including necessary and proper observations, per folio	0 1 0 not exceeding 0 10 0	0 1 0	0 1 0
35. Brief on any motion, application, or upon further consideration, when counsel allowed by Judge	...	0 6 8	0 6 8 to 0 13 4
36. Interrogatories or answers thereto, including copy to file	0 2 6	0 5 0	0 6 8
Or per folio	0 0 6	0 1 0	0 1 0
37. Affidavit of documents, or any other special affidavit, including engrossing	0 2 6	0 5 0	0 5 0
Or per folio	0 0 6	0 1 0	0 1 0
38. Affidavit of debt under sec. 86 of County Courts Act, 1888, or Order XXVI. or Order IX., Rule 8, including engrossing, attending deponent to be sworn, oath, and filing	0 4 0	0 6 8	0 6 8
39. Affidavit, when required, of personal service of a summons, notice, or document, including engrossing, attending to be sworn, oath, and filing	0 3 4	0 5 0	0 6 8
40. Affidavit, when required, of service of summons to witness, subpœna, or of any notice under Order XVIII., Rule 6, including engrossing, attending to be sworn, oath, and to file	0 2 0	0 2 0	0 3 4
41. Accounts, statements, and other documents for use in Chambers when required, or in Court when required by Judge, including fair copy to leave, per folio	...	0 0 8	0 0 8
42. Bill of costs for taxation, including copy for Registrar, per folio	0 0 4	0 0 8	0 0 8
Copies.			
Note.—No copies are to be allowed for unless the Registrar is satisfied that they were necessary, and that copies previously prepared were not available.			
43. Of necessary documents to accompany brief, per folio	...	0 0 4	0 0 4
44. Where no provision is made herein that the fee for preparing, drawing, or serving any document is to include copies thereof for each copy the Registrar may consider necessary, per folio	...	0 0 4	0 0 4
Perusals.			
Note.—Charges for perusals are not to be allowed, except under item 53, where the same solicitor is acting for both parties, or where the solicitor has been previously allowed for such perusal.			
45. Of particulars of claim or counterclaim, further particulars delivered under Order VI., Rule 8, or special defence by the solicitor of the party to whom the same are delivered	...	0 3 4	0 6 8
Or per folio	...	0 0 4	0 0 4
46. Of any petition	...	0 3 4	0 6 8
Or per folio	...	0 0 4	0 0 4
47. Of interrogatories by the solicitor of the party by whom the same are to be answered	0 4 0	0 6 8	0 6 8
Or per folio	...	...	0 0 4
48. Of notice to produce or admit or to admit facts by the solicitor of the party served	...	0 5 0	0 6 8
49. Of notice of defendant's claim against any person not a party to the action, under Order XI.	...	0 3 4	0 6 8
50. Of any claim, defence, or counterclaim, when served on a person not originally a party to the action, by the solicitor of the party, served therewith	...	0 3 4	0 6 8
Or per folio	...	0 0 4	0 0 4
51. Of affidavit in answer to interrogatories by the solicitor of the party interrogating, per folio	...	0 0 4	0 0 4
52. Of other special affidavits by the solicitor of the party against whom the same can be read, per folio	...	0 0 4	0 0 4
53. Draft of special order or judgment when prepared by Registrar	...	0 3 4	0 6 8
Or per folio	...	0 0 4	0 0 4
Attendances.			
Note.—More than one attendance at			

	£ s. d.	£ s. d.	£ s. d.
the office of the Registrar in an action or matter shall not be allowed, unless the Registrar on taxation is satisfied that each separate attendance was necessary.			
54. To enter plaint, or file petition, including filling up præcipe, obtaining any necessary leave from the Registrar, or giving any proper undertaking prior to such entry or filing - - -	0 3 4	0 6 8	0 6 8
55. To deliver or file any counter claim, special defence, further particulars, answers to interrogatories, admission of facts, affidavit of documents, or particulars of claim in interpleader proceedings - - - - -	...	0 3 4	0 3 4
56. To lodge order, &c., when action or matter remitted or transferred to County Court, including preparing all necessary documents - - - -	...	0 13 4	0 13 4
57. To inspect, or produce for inspection, documents pursuant to a notice to admit, or pursuant to any order or a notice under any rule - - - -	0 3 4	0 6 8	0 6 8
Or per hour - - - - -	...	0 6 8	0 6 8
Note.—This item is not to be allowed, unless it is shown to the satisfaction of the Registrar that there were good and sufficient reasons for giving the notice and making the inspection.			
58. Where solicitor inspecting does not reside or carry on business within two miles of place of inspection, in addition, sum paid for locomotion not exceeding	...	1 0 0	1 0 0
59. To obtain or give any necessary or proper consent or admission - -	...	0 3 4	0 6 8
60. On examination of a witness under Order XVIII., Rule 14, per hour -	...	0 6 8	0 10 0
61. On deponents being sworn, or by a solicitor or his clerk to be sworn to an affidavit in answer to interrogatories or other special affidavit - - - -	...	0 3 4	0 6 8
62. To enter up judgment by default - -	0 3 4	0 3 4	0 3 4
63. Where in consequence of anything done by the opposite party during the progress of an action or matter, it becomes necessary to advise, or receive instructions from a client, for each attendance the Registrar may deem absolutely necessary - - - - - - -	...	0 6 8	0 6 8
64. To make or oppose any interlocutory application or motion before the judge in court, or in chambers, without counsel - - - - - - -	0 5 0 to 0 10 0	0 6 8 to 0 13 4	0 10 0 to 1 1 0
65. The like with counsel - - - -	0 3 4	0 6 8	0 6 8 to 0 10 0
66. On any interlocutory application to the Registrar - - - - - - -	0 2 0	0 3 4	0 6 8
67. On counsel with brief - - - -	0 3 4	0 3 4	0 6 8
68. To appoint conference and attending thereon - - - - - - -	...	0 6 8	0 13 4
69. At court, conducting cause without counsel - - - - - - -	0 15 0	1 1 0	1 1 0 to 2 2 0
Note.—The minimum must not be exceeded if the action is undefended or there is no real contest.			
70. Or, in the cases mentioned in Order 50A, Rule 7, by order of the Judge, there may be allowed instead of last item -	1 1 0	2 2 0	3 3 0
71. At court on trial with counsel - -	0 10 0	0 15 0 to 1 1 0	1 1 0 to 2 2 0
Note.—The minimum must not be exceeded if the case is undefended or there is no real contest, nor if the solicitor does not attend in person.			
72. Where trial is commenced, but not concluded, on the day on which it is first heard, for each day or part of a day on which it is afterwards heard, with or without counsel, unless otherwise ordered by the Judge - - -	0 10 0	0 15 0 to 1 1 0	1 1 0 to 2 2 0
73. Where the trial is adjourned for want of time, or upon payment of the costs of the day, in lieu of items 69 and 71 there may be allowed with or without counsel, unless otherwise ordered by the Judge - - - - - -	0 10 0	0 15 0 to 1 1 0	1 1 0 to 2 2 0
Note.—The minimum must not be exceeded, under items 72 and 73, if the solicitor does not attend in person.			
74. When solicitor does not reside or carry on business within two miles of the town in which the trial takes place, in addition the sum paid for locomotion to attend the trial, not exceeding, unless otherwise ordered by the Judge	...	1 1 0	1 1 0
75. When, in the opinion of the Registrar, the solicitor cannot travel to and from the court the same day, in addition -	...	1 1 0	1 1 0
[Items 73, 74, and 75 are not to be allowed in full if the solicitor is engaged in any other case or cases on the same day, but such portion only as the Registrar shall think just and reasonable, having regard to all the circumstances.]			
76. At court where the amount claimed is paid into court, or the action is withdrawn or discontinued, less than five clear days before return day - -	0 5 0	0 10 0	0 10 0
77. Where in ordinary course of post or delivery notice of payment, withdrawal, or discontinuance does not reach the opposite party or his solicitor in time to prevent attendance of the latter at court, such sum as the Registrar shall think reasonable, not exceeding the minimum fee in Items 69 or 71, as the case may be.			
78. To hear a deferred judgment - -	...	0 6 8	0 6 8
79. Before an arbitrator or an inquiry or Admiralty reference before the Registrar for each sitting - - - -	0 15 0	1 1 0	1 1 0 to 2 2 0
80. The like with counsel - - - -	...	0 15 0	1 1 0
81. Where sitting exceeds three hours for every additional hour - - - -	0 5 0	0 6 8	0 10 0
82. On taxation of the costs of the action or matter after trial or hearing - -	0 3 4	0 6 8	0 6 8 to 0 13 4
83. Any other attendance upon the Judge or Registrar, or at a Registrar's office, or upon the opposite party, or upon the High Bailiff in interpleader proceedings not otherwise provided for, which the Registrar may deem to have been absolutely necessary, and not for a purpose which could have been effected at any previous or subsequent attendance allowed - - - - - -	...	0 3 4 to 0 6 8	0 6 8
84. On taxation of any other costs allowed by order of Judge, where such taxation necessarily takes place at some time other than at the time the order giving the costs sought to be taxed was made, to include drawing bill, copies, notice, and service - - - - - -	...	0 4 0	0 6 0
Fees to Counsel.			
Note.—Fees to counsel are not to be allowed unless the payment of them is vouched by the signature of counsel.			
85. With brief, sum paid not to exceed -	2 4 6	3 5 6	5 10 0
Note.—The maximum is not to be allowed as of course, but in assessing the fee to be allowed, the length of the brief, the documents (if any) to be perused and considered, the number of the witnesses, and the difficulties of fact or law involved, must be considered.			
86. In the cases mentioned in Order LA., Rule 7, where there is no local bar in the court town, or within twenty miles thereof, a further fee may be allowed by order of the Judge, if in his opinion the maximum fee allowable on the brief is insufficient, not exceeding -	...	2 4 6	2 4 6
Note.—This item is not to be allowed in any court within twenty-five miles of Charing Cross.			
87. On conference, if the fee was marked on the brief when delivered, and in the opinion of the Registrar necessary -	...	1 6 0	1 6 0

	£ s. d.	£ s. d.	£ s. d.
88 Where the trial is commenced, but not concluded, on the day on which it is first heard, or is adjourned for want of time, for each day or part of a day on which it is afterwards heard a refresher may be allowed, unless the Judge otherwise orders	1 3 6	1 3 6 to 2 4 6	2 4 6 to 3 5 6
89. Where trial is adjourned upon payment of the costs of the day, there may be allowed as part of such costs	1 3 6	1 3 6 to 2 4 6	2 4 6 to 3 5 6
90. With brief on further consideration or argument	1 3 6	1 3 6 to 2 4 6	2 4 6 to 3 5 6
91. With brief on any interlocutory motion or application if Judge certifies for counsel	...	1 3 6	2 4 6
92. With brief before an arbitrator, or on an inquiry or Admiralty reference before the Registrar, if Judge certifies for counsel, not exceeding	...	2 4 6	3 5 6
Note.—This fee is not to be allowed, if the reference or inquiry was directed at the trial, and counsel was then instructed. A refresher may be allowed instead pursuant to item 88.			
93. In the cases mentioned in Order La., Rule 7, for settling petition particulars, statement of defence, interrogatories, or other matters required in the course of any action or matter, if allowed by order of the Judge	...	1 3 6	1 3 6 to 2 4 6
94. Advising on evidence, if allowed by order of the Judge	...	1 3 6	2 4 6
Plans, Models, &c.			
95. Plans, charts, or models for use of Judge at trial, if allowed by order of Judge, not exceeding in the whole	1 1 0	2 2 0	3 3 0
Letters, &c.			
96. Letter before action	0 3 6	0 3 6	0 3 6
97. Letters in lieu of attendance which could be properly allowed under item 63	...	0 3 6	0 3 6
98. Circular letters	...	0 1 0	0 1 0
99. Costs for searches for certificates of births, marriages, and deaths, and payments therefor, and other disbursements in relation to procuring office copies or other documentary evidence not otherwise provided, for which the Registrar may upon taxation think necessary and proper, such sum as the Register shall deem reasonable			
100. Oaths, sums paid unless otherwise provided for			
101. In addition to the above an allowance may be made for the necessary expenses of postages, carriage and transmission of documents not exceeding	...	0 5 0	0 10 0

ALLOWANCES TO WITNESSES.

Ordinary Witnesses.

	£ s. d.	£ s. d.
Gentlemen, merchants, bankers, and professional men, *per diem*	from 0 15 0	to 1 1 0
Tradesmen, auctioneers, accountants, clerks, and yeomen, *per diem*	from 0 7 6	to 0 15 0
Artisans and journeymen, *per diem*	from 0 4 0	to 0 7 6
Labourers, and the like, *per diem*	from 0 3 0	to 0 4 0
Females, according to station in life	from 0 2 6	to 0 10 6

Expert and Scientific Witnesses.

——	If Costs taxed on Column B of Scale.	If on Column C of Scale.
	£ s. d.	£ s. d.
For qualifying to give evidence	1 1 0 to 3 3 0	1 1 0 to 5 5 0
Attending court on trial, *per diem*	1 1 0 to 2 2 0	1 1 0 to 3 3 0

TOTAL OF ITEMS OF COSTS to be entered on SUMMONS for AMOUNTS exceeding 10*l.*, where the particulars and copies are signed by the Solicitor.

The total amount to be entered on an ORDINARY SUMMONS shall be the following and no more, viz.:—

		£ s. d.	Totals. £ s. d.
Where the amount sought to be recovered exceeds 10*l.* and does not exceed 20*l.*, and the claim is a debt or liquidated demand	Item 1	0 4 0	0 14 2
	,, 20	0 3 4	
	,, 54	0 3 4	
	,, 96	0 3 6	
In other claims	Item 2	0 6 0	0 16 2
	,, 20	0 3 4	
	,, 54	0 3 4	
	,, 96	0 3 6	
Where the amount sought to be recovered exceeds 20*l.* and does not exceed 50*l.*, and the claim is a debt or liquidated demand	Item 1	0 7 0	1 3 10
	,, 20	0 6 8	
	,, 54	0 6 8	
	,, 96	0 3 6	
In other claims	Item 2	0 12 0	1 8 10
	,, 20	0 6 8	
	,, 54	0 6 8	
	,, 96	0 3 6	
Where the amount sought to be recovered exceeds 50*l.*, and the claim is a debt or liquidated demand	Item 1	0 10 0	1 13 6
	,, 20	0 13 4	
	,, 54	0 6 8	
	,, 96	0 3 6	
In other claims	Item 2	1 1 0	2 4 6
	,, 20	0 13 4	
	,, 54	0 6 8	
	,, 96	0 3 6	

The total amount to be entered on a DEFAULT SUMMONS shall be the following and no more, viz.:—

		s. d.	Totals. £ s. d.
Where the amount sought to be recovered exceeds 10*l.* and does not exceed 20*l.* and service is to be made by a bailiff	Item 1	4 0	0 18 2
	,, 20	3 4	
	,, 38	4 0	
	,, 54	3 4	
	,, 96	3 6	
Where service is to be made by a solicitor	Item 1	4 0	1 3 2
	,, 14	5 0	
	,, 20	3 4	
	,, 38	4 0	
	,, 54	3 4	
	,, 96	3 6	
Where the amount sought to be recovered exceeds 20*l.* and does not exceed 50*l* and service is to be made by a bailiff	Item 1	7 0	1 10 6
	,, 20	6 8	
	,, 38	6 8	
	,, 54	6 8	
	,, 96	3 6	
Where service is to be made by a solicitor	Item 1	7 0	1 15 6
	,, 14	5 0	
	,, 20	6 8	
	,, 38	6 8	
	,, 68	6 8	
	,, 96	3 6	

N.B.—Where the amount sought to be recovered exceeds 10*l.*, Items 15 and 17 may be added where the service for which each of them is given is performed.

[NOTE.—*Upon judgment being entered upon a default summons for a sum exceeding 10l., only Items 39 and 62 are to be allowed in addition to the above.*]